

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Jon Takasugi

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 MENA MASSOUD, an individual, ) **CASE NO.**  
14 Plaintiff, )  
15 vs. ) **UNLIMITED JURISDICTION**  
16 TESLA MOTORS, INC., a Delaware ) **COMPLAINT FOR:**  
17 Corporation; and DOES 1 through 100, ) **(1) PRODUCTS LIABILITY -**  
18 inclusive, ) **NEGLIGENCE**  
19 Defendants. ) **(2) STRICT PRODUCTS LIABILITY**  
20 ) **(3) BREACH OF EXPRESS**  
21 ) **WARRANTY**  
22 ) **(4) BREACH OF IMPLIED**  
23 ) **WARRANTY**  
24 ) **(5) VIOLATION OF THE SONG-**  
25 ) **BEVERLY CONSUMER**  
26 ) **WARRANTY ACT**  
27 )  
28 )

29 Plaintiff alleges:

30 **PARTIES**

31 1. Plaintiff, MENA MASSOUD (hereinafter "MASSOUD"), is, and at all times  
32 herein mentioned was, a resident of the County of Los Angeles, State of California.

2. Defendant, TESLA MOTORS. INC. (hereinafter “TESLA”), is, and at all times herein mentioned was, a Delaware corporation with its headquarters located at 3500 Deer Creek Road, Palo Alto, California 94304, and is authorized to do business and is regularly conducting business in the County of Los Angeles, State of California, under and by virtue of the laws of the State of California.

3. The incidents that are the subject of this Complaint occurred in the County of Los Angeles, State of California.

4. The true names and capacities of Defendants sued herein as Does 1 through 100, inclusive, are unknown to Plaintiff who therefore sue said Defendants by such fictitious names. Plaintiff will seek leave of court to amend this Complaint to allege their true names and capacities when the same are fully ascertained.

5. Plaintiff is informed and believes, and thereon alleges that each of the Defendants is, and at all times herein mentioned was, the agent and employee of each of the remaining Defendants, known and unknown, and in doing the things herein alleged, was acting within the course and scope of such agency and employment. Plaintiff is informed and believes, and thereon alleges that each of the Defendants ratified, approved and accepted the benefits of the acts of each of the remaining Defendants with full knowledge of the nature and effect of such acts, and that said ratification by each entity defendant was by and through its managing agents, officers, directors, and partners, and by each of them.

## JURISDICTION AND VENUE

6. This Court has jurisdiction over the entire action by virtue of the fact that this is a civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the

1 jurisdictional minimum of the Court. The acts and omissions that gave rise to this action took  
2 place in the County of Los Angeles.

3 7. Venue is proper because the acts herein alleged took place in the County of Los  
4 Angeles of this state, within the venue of this Court.  
5

6 **GENERAL ALLEGATIONS**

7 8. On or about September 19, 2018, Plaintiff MASSOUD purchased a 2018 Tesla  
8 Model 3 (“TM3”) from Defendant TESLA for approximately \$85,643.51. Defendant TESLA  
9 designed, manufactured, and sold the TM3.  
10

11 9. Just one day later, on or about September 20, 2018, at approximately 7:20 P.M.,  
12 MASSOUD was driving the TM3 in rush hour traffic on Hollywood Boulevard, between  
13 Gardner Street and Vista Street, and switched lanes to avoid a traffic buildup on the left lane.  
14

15 10. After crossing to the right lane, MASSOUD felt a sudden pop. At that moment,  
16 the TM3’s anti-braking system activated, the steering wheel locked, the front-passenger wheel  
17 crumpled and ejected from the car, and the car itself skidded onto the sidewalk and crashed  
18 into a tree.  
19

20 11. In addition to the personal injuries he incurred, MASSOUD’s TM3 was deemed  
21 a total loss.  
22

23 12. Photographs of the TM3 and the scene of the incident, including images of (1)  
24 MASSOUD’s TM3 immediately after the accident, (2) the mangled wheel ejected from the  
25 vehicle, and (3) the deep indentations in the road the following day are attached hereto as  
26 **Exhibit “A”**.  
27  
28

1           13.     The images in Exhibit “A” demonstrate that the TM3’s wheel detached from the  
2 TM3 prior to impact, as the indentations in the road precede the site of the collision.

3           14.     There was no pothole in the vicinity of the incident (contrary to the “pop”  
4 MASSOUD felt)—and this is confirmed by the photos in Exhibit “A”, as well as by the police  
5 who arrived at the scene shortly after the collision. The police further observed there were no  
6 cars that made contact with MASSOUD’s TM3 and no damage to the rear or side of the TM3.  
7

8           15.     MASSOUD, to be clear, was not at fault. Immediately before the TM3 lost  
9 control, MASSOUD was driving safely and in the manner for which the TM3 was intended to  
10 be driven.  
11

12           16.     MASSOUD was not asleep at the wheel or under the influence of drugs or  
13 alcohol.  
14

15           17.     MASSOUD was driving in a straight path, not veering toward the sidewalk, and  
16 was not trying to evade any other vehicle, person, or object.  
17

18           18.     No intervening circumstances could have resulted in MASSOUD’s collision  
19 aside from manufacturing and/or design defects in the TM3 itself. Under the ordinary  
20 circumstances described here, cars should not be expelling wheels or propelling into trees  
21 spontaneously. Thus, it is Tesla—which designed, manufactured, marketed, distributed, and  
22 sold the TM3—that is squarely responsible for MASSOUD’s collision.  
23

24           19.     MASSOUD’s TM3 is equipped with an event data recorder (“EDR”). The EDR  
25 records data related to vehicle dynamics and safety systems when the TM3 senses a crash or  
26 crash-like situation, such as hitting a road obstacle. A true and correct copy of the EDR records  
27 at the time of the incident are attached hereto as **Exhibit “B”**.  
28



1           20.     The EDR records for this incident display extreme changes in the “roll rate” (the  
2 suspension distribution between the front and back axels) and the “yaw rate” (measurement  
3 of the angle on the vertical axis) of MASSOUD’s TM3 at approximately -0.8 seconds, which  
4 is immediately before the collision and deployment of the TM3’s airbags. These  
5 measurements are consistent with and indicative of the TM3’s wheel expelling/ejecting from  
6 the vehicle prior to the collision.  
7

8           21.     Upon review of the EDR records, even MASSOUD’s insurance carrier  
9 concluded that MASSOUD was not “at-fault” for the incident. A true and correct copy of  
10 Geico Insurance’s fault determination is attached hereto as **Exhibit “C”**.  
11

12                               **FIRST CAUSE OF ACTION**  
13                               **FOR PRODUCTS LIABILITY – NEGLIGENCE**

14                               **(Against All Defendants and DOES 1-100, Inclusive)**  
15

16           22.     Plaintiff incorporates the allegations of paragraphs 1 through 21, inclusive, of  
17 the Complaint as though fully set forth herein.

18           23.     Plaintiff is informed and believes and thereon alleges that Defendants TESLA  
19 and DOES 1 through 100, inclusive, designed, developed, tested, manufactured, fabricated,  
20 assembled, distributed, bought, sold, inspected, serviced, installed, repaired, maintained,  
21 marketed, warranted, supplied, modified, and/or provided the TM3 to Plaintiff.  
22

23           24.     Plaintiff is informed and believes and thereon alleges that Defendants TESLA  
24 and DOES 1 through 100, inclusive, had a duty to design, develop, test, manufacture,  
25 fabricate, assemble, distribute, buy, sell, inspect, install, service, repair, maintain, market,  
26  
27  
28

1 warrant, supply, modify, and/or provide the TM3 and that Defendants also had a duty to  
2 provide instructions and/or warnings pertaining to the TM3 in a reasonable manner.

3         25. Plaintiff is informed and believes and thereon alleges that Defendants TESLA  
4 and DOES 1 through 100, inclusive, knew, or in the exercise of reasonable care should have  
5 known, that the TM3 was not designed, developed, tested, manufactured, fabricated,  
6 assembled, distributed, bought, sold, inspected, installed, serviced, repaired, maintained,  
7 marketed, warranted, supplied, modified and/or provided in a reasonable manner and,  
8 additionally, the instructions and/or warnings pertaining to the TM3 were not provided in a  
9 reasonable manner.  
10

11         26. Plaintiff is informed and believes and thereon alleges that Defendants TESLA  
12 and DOES 1 through 100, inclusive, negligently, carelessly, and/or recklessly designed,  
13 developed, tested, manufactured, fabricated, assembled, distributed, bought, sold, inspected,  
14 installed, serviced, repaired, maintained, marketed, warranted, supplied, modified, and/or  
15 provided the TM3 and/or negligently provided the instructions and/or warnings pertaining to  
16 the TM3.  
17

18         27. As a result of the negligent design, development, testing, manufacture,  
19 fabrication, assembly, distribution, buying, selling, inspection, installation, service, repair,  
20 maintenance, marketing, warranting, supplying, modifying, and/or providing of the TM3 and  
21 the instruction and/or warnings pertaining to the TM3, Plaintiff suffered injuries and losses,  
22 while TM3 was being used in a reasonably foreseeable manner.  
23  
24  
25  
26  
27  
28

1           28. As a direct and proximate result of the Defendants' negligence, Plaintiff has  
2 been personally harmed and injured. Plaintiff has also suffered the loss of use of the TM3 and  
3 other consequential damages.  
4

5                                   **SECOND CAUSE OF ACTION**  
6                                   **FOR STRICT PRODUCTS LIABILITY**

7                                   **(Against All Defendants and DOES 1-100, Inclusive)**

8  
9           29. Plaintiff incorporates the allegations of paragraphs 1 through 28, inclusive, of  
10 the Complaint as though fully set forth herein.

11           30. Plaintiff is informed and believes and thereon alleges that Defendants TESLA  
12 and DOES 1 through 100, inclusive, designed, developed, tested, manufactured, fabricated,  
13 assembled, distributed, bought, sold, inspected, serviced, installed, repaired, maintained,  
14 marketed, warranted, supplied, modified, and/or provided the TM3 to Plaintiff.  
15

16           31. Plaintiff is informed and believes and thereon alleges that the TM3 contained a  
17 manufacturing defect when it left TESLA's possession.  
18

19           32. As a result of the negligent design, development, testing, manufacture,  
20 fabrication, assembly, distribution, buying, selling, inspection, installation, service, repair,  
21 maintenance, marketing, warranting, supplying, modifying, and/or providing of the TM3 and  
22 the instruction and/or warnings pertaining to the TM3, Plaintiff suffered injuries and losses,  
23 while TM3 was being used in a reasonably foreseeable manner.  
24

25           33. Plaintiff is informed and believes and thereon alleges that the TM3's defect was  
26 a substantial factor in causing Plaintiff's harm.  
27  
28

**THIRD CAUSE OF ACTION**  
**FOR BREACH OF EXPRESS WARRANTY**

**(Against All Defendants and DOES 1-100, Inclusive)**

34. Plaintiff incorporates the allegations of paragraphs 1 through 33, inclusive, of the Complaint as though fully set forth herein.

35. Plaintiff is informed and believes and thereon alleges that Defendants TESLA and DOES 1 through 100, inclusive, expressly warranted that the TM3 was merchantable, safely designed, assembled and fit for the purpose it was intended.

36. Plaintiff is informed and believes and thereon alleges that Plaintiff made reasonable and foreseeable use of the TM3 as alleged herein, and relied on the express warranties made by Defendants.

37. Plaintiff is informed and believes and thereon alleges that Defendants TESLA and DOES 1 through 100, inclusive, breached the express warranty, since at the time of delivery, the TM3 was not merchantable, safely designed, properly assembled, or fit for its intended purpose, thereby rendering the TM3 unreasonably dangerous and defective.

38. Subsequent to the incident described herein, Plaintiff took reasonable steps to notify Defendants TESLA and DOES 1 through 100, inclusive, within a reasonable time that the TM3 was not as represented.

39. Plaintiff is informed and believes and thereon alleges that Defendants TESLA and DOES 1 through 100, inclusive, failed to repair or replace the TM3 as required by the warranty.

1           40. Plaintiff was harmed as a direct result of breach of express warranty by  
2 Defendants TESLA and DOES 1 through 100, inclusive.

3           41. The failure of the TM3 to be as represented was a substantial factor in causing  
4 Plaintiff's harm.  
5

6           42. Plaintiff suffered incidental and consequential damages as a result of the breach.  
7

8                                   **FOURTH CAUSE OF ACTION**  
9                                   **FOR BREACH OF IMPLIED WARRANTY**

10                               **(Against All Defendants and DOES 1-100, Inclusive)**

11           43. Plaintiff incorporates the allegations of paragraphs 1 through 42, inclusive, of  
12 the Complaint as though fully set forth herein.

13           44. Plaintiff is informed and believes and thereon alleges that Defendants TESLA  
14 and DOES 1 through 100, inclusive, impliedly warranted that the TM3 was merchantable,  
15 safely designed, assembled and fit for the purpose it was intended.  
16

17           45. Plaintiff is informed and believes and thereon alleges that Defendants TESLA  
18 and DOES 1 through 100, inclusive, breached the implied warranty, since at the time of  
19 delivery, the TM3 was not merchantable, safely designed, properly assembled, or fit for its  
20 intended purpose, thereby rendering the TM3 unreasonably dangerous and defective.  
21

22           46. The TM3 contained manufacturer defects, defects in assembly, design defects,  
23 and other defects, rendering the TM3 unsafe and making it impossible for Plaintiff to use the  
24 TM3 without inconvenience, failure, and mechanical breakdown.  
25  
26  
27  
28

1           47.    As a direct and proximate result of Defendants' breach, the TM3 is and was  
2 virtually useless due to the damage, breakdown, and the safety hazards associated with using  
3 the TM3.

4  
5           48.    Plaintiff has suffered damages, including incidental and consequential damages  
6 as a result of the breach.

7           49.    The failure of the TM3 to be suitable was substantial factor in causing Plaintiff's  
8 harm.  
9

10                                   **FIFTH CAUSE OF ACTION**  
11                                   **FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT**

12                                   **(Against All Defendants and DOES 1-100, Inclusive)**

13           50.    Plaintiff incorporates the allegations of paragraphs 1 through 49, inclusive, of  
14 the Complaint as though fully set forth herein.

15  
16           51.    Plaintiff purchased a new TM3 from Defendant TESLA, who designed,  
17 developed, tested, manufactured, fabricated, assembled, distributed, bought, sold, inspected,  
18 serviced, installed, repaired, maintained, marketed, warranted, supplied, modified, and/or  
19 provided the TM3.  
20

21           52.    The TM4 has defects that were covered by the warranty and that substantially  
22 impaired its use, value, or safety to a reasonable person in Plaintiff's situation.

23           53.    The Plaintiff delivered the TM3 to Defendant TESLA or TESLA's authorized  
24 repair facility for repair of the defects (and repair of the TM3).  
25

26           54.    Defendant TESLA or its authorized repair facility failed to repair the vehicle to  
27 match the warranty after a reasonable opportunity to do so.  
28



55. Defendant TESLA did not promptly replace or buy back the TM3.

**WHEREFORE**, Plaintiffs pray for judgment as follows:

## FIRST CAUSE OF ACTION

1. For general and compensatory damages in a sum to be proven at trial (but in an amount in excess of the jurisdictional amounts of this Court), plus interest thereon at the legal rate, more specifically according to proof;

2. For rescission of the purchase agreement of the TM3 or replacement of the TM3;

3. For reasonable attorney's fees according to proof;

4. For civil penalty according to proof;

5. For costs of suit;

6. For pre-judgment interest; and

7. For other relief the Court deems proper and just.

## SECOND CAUSE OF ACTION

1. For general and compensatory damages in a sum to be proven at trial (but in an amount in excess of the jurisdictional amounts of this Court), plus interest thereon at the legal rate, more specifically according to proof;

2. For rescission of the purchase agreement of the TM3 or replacement of the TM3;

3. For reasonable attorney's fees according to proof;

4. For civil penalty according to proof;

5. For costs of suit;

6. For pre-judgment interest; and

7. For other relief the Court deems proper and just.

1 **THIRD CAUSE OF ACTION**

2 1. For general and compensatory damages in a sum to be proven at trial (but in an  
3 amount in excess of the jurisdictional amounts of this Court), plus interest thereon at the legal  
4 rate, more specifically according to proof;  
5

6 2. For rescission of the purchase agreement of the TM3 or replacement of the TM3;

7 3. For reasonable attorney's fees according to proof;

8 4. For civil penalty according to proof;

9 5. For costs of suit;

10 6. For pre-judgment interest; and

11 7. For other relief the Court deems proper and just.  
12  
13

14 **FOURTH CAUSE OF ACTION**

15 1. For general and compensatory damages in a sum to be proven at trial (but in an  
16 amount in excess of the jurisdictional amounts of this Court), plus interest thereon at the legal  
17 rate, more specifically according to proof;  
18

19 2. For rescission of the purchase agreement of the TM3 or replacement of the TM3;

20 3. For reasonable attorney's fees according to proof;

21 4. For civil penalty according to proof;

22 5. For costs of suit;

23 6. For pre-judgment interest; and

24 7. For other relief the Court deems proper and just.  
25  
26  
27  
28

1 **FIFTH CAUSE OF ACTION**

2 1. For general and compensatory damages in a sum to be proven at trial (but in an  
3 amount in excess of the jurisdictional amounts of this Court), plus interest thereon at the legal  
4 rate, more specifically according to proof;  
5

6 2. For rescission of the purchase agreement of the TM3 or replacement of the TM3;

7 3. For reasonable attorney's fees according to proof;

8 4. For civil penalty according to proof;

9 5. For costs of suit;

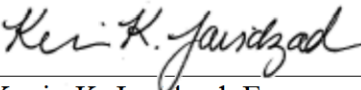
10 6. For pre-judgment interest; and

11 7. For other relief the Court deems proper and just.  
12  
13  
14

15 DATED: May 30, 2019

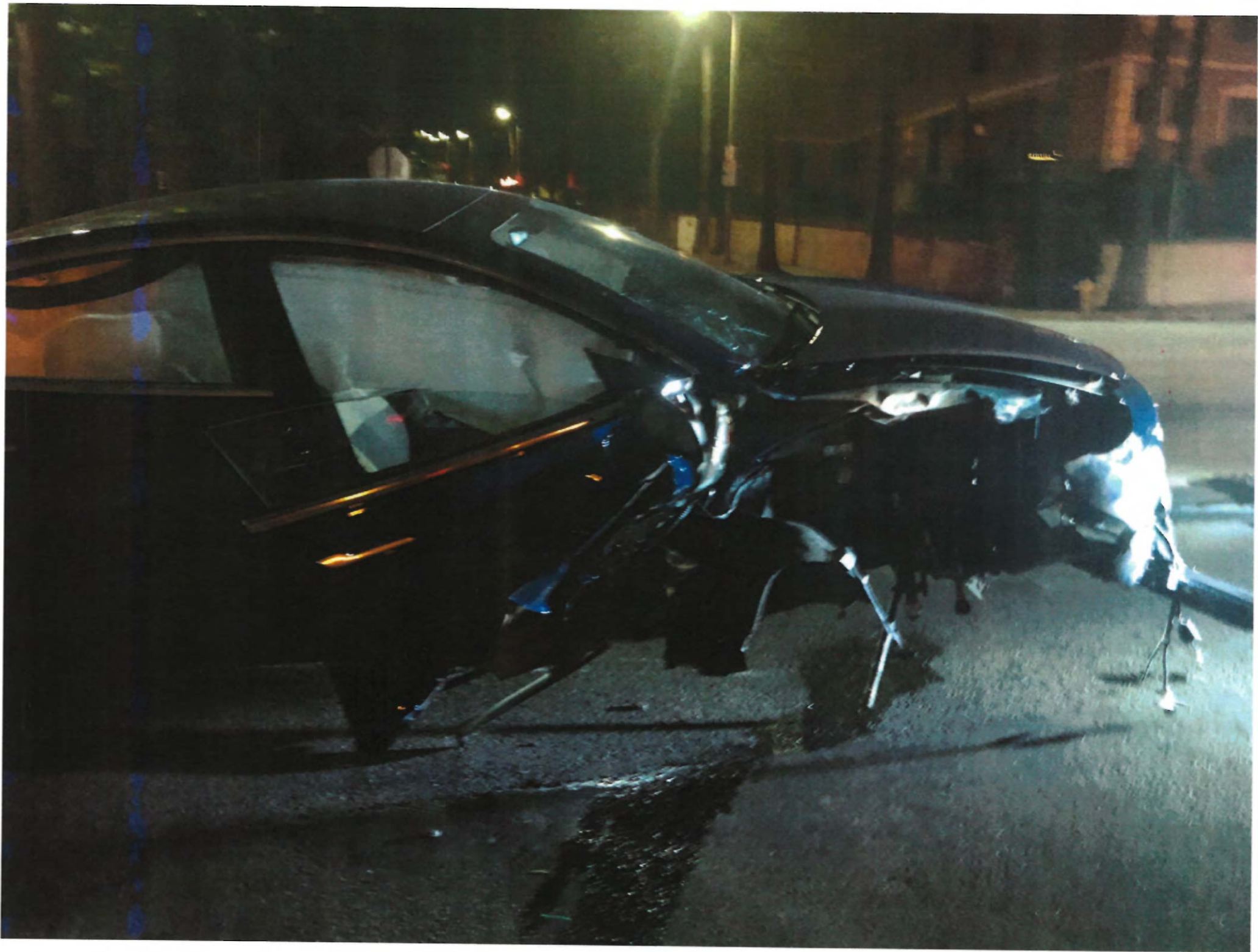
16 COLONY LAW PC

17  
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19 By:



20 Kevin K. Javidzad, Esq.  
21 Attorney for Plaintiff  
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# **EXHIBIT A**

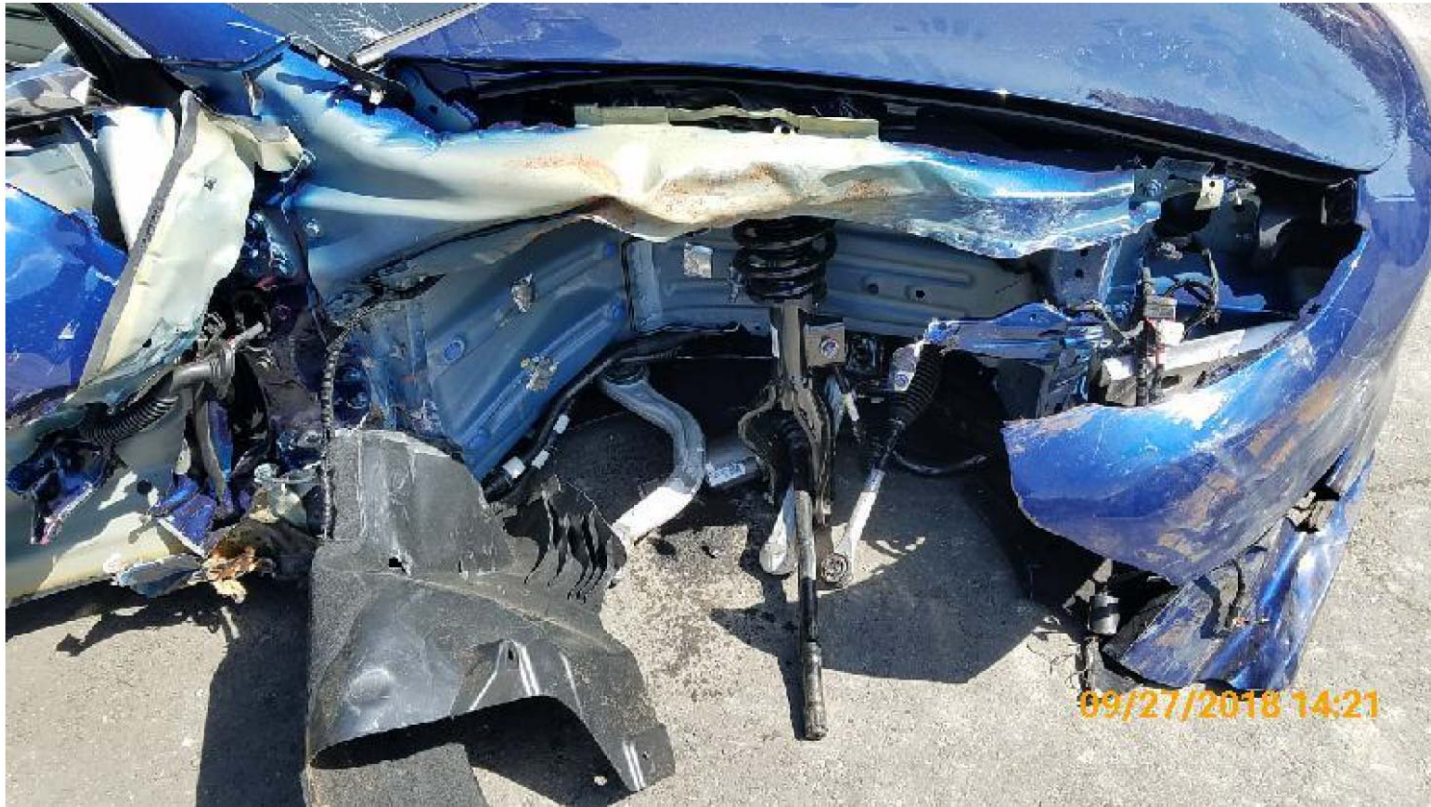












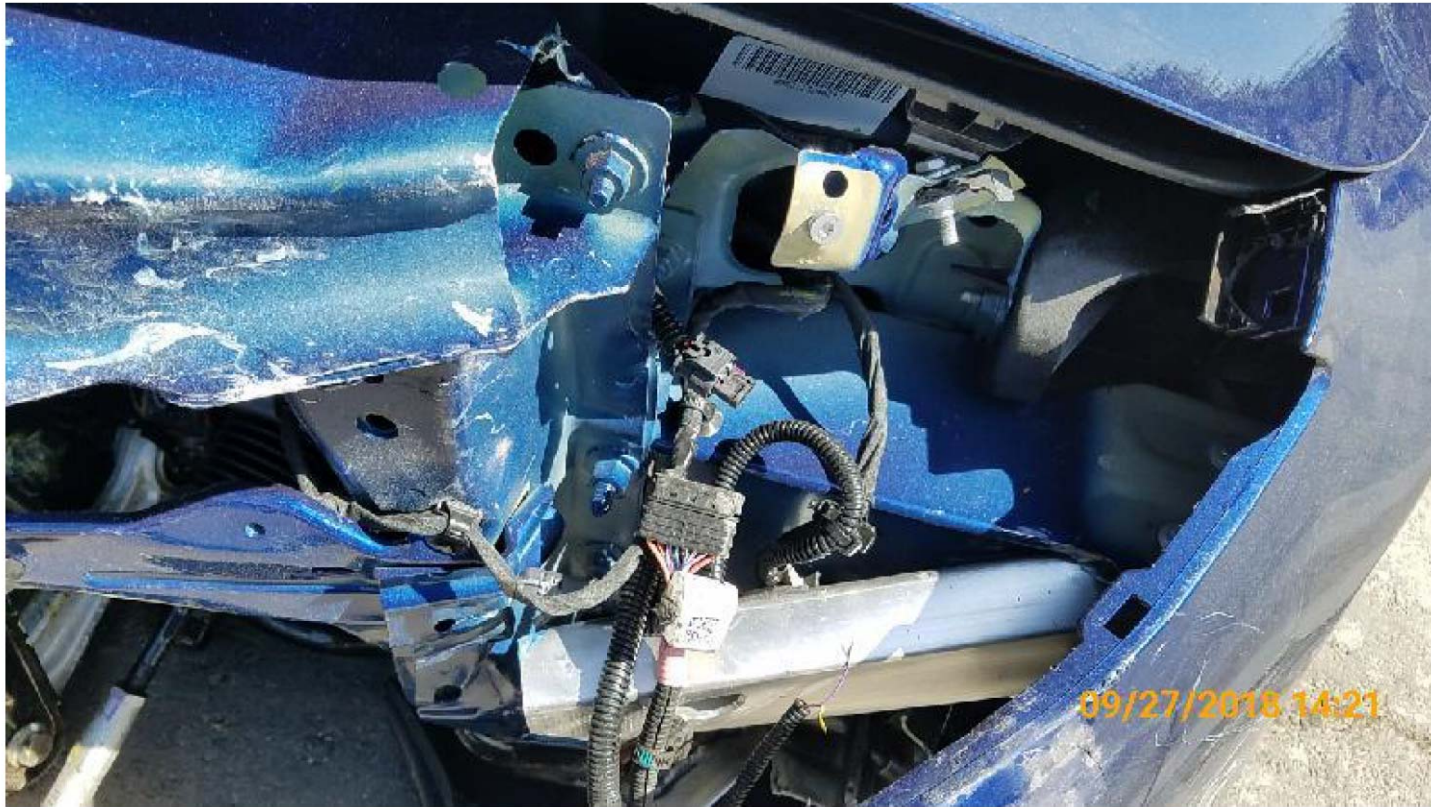




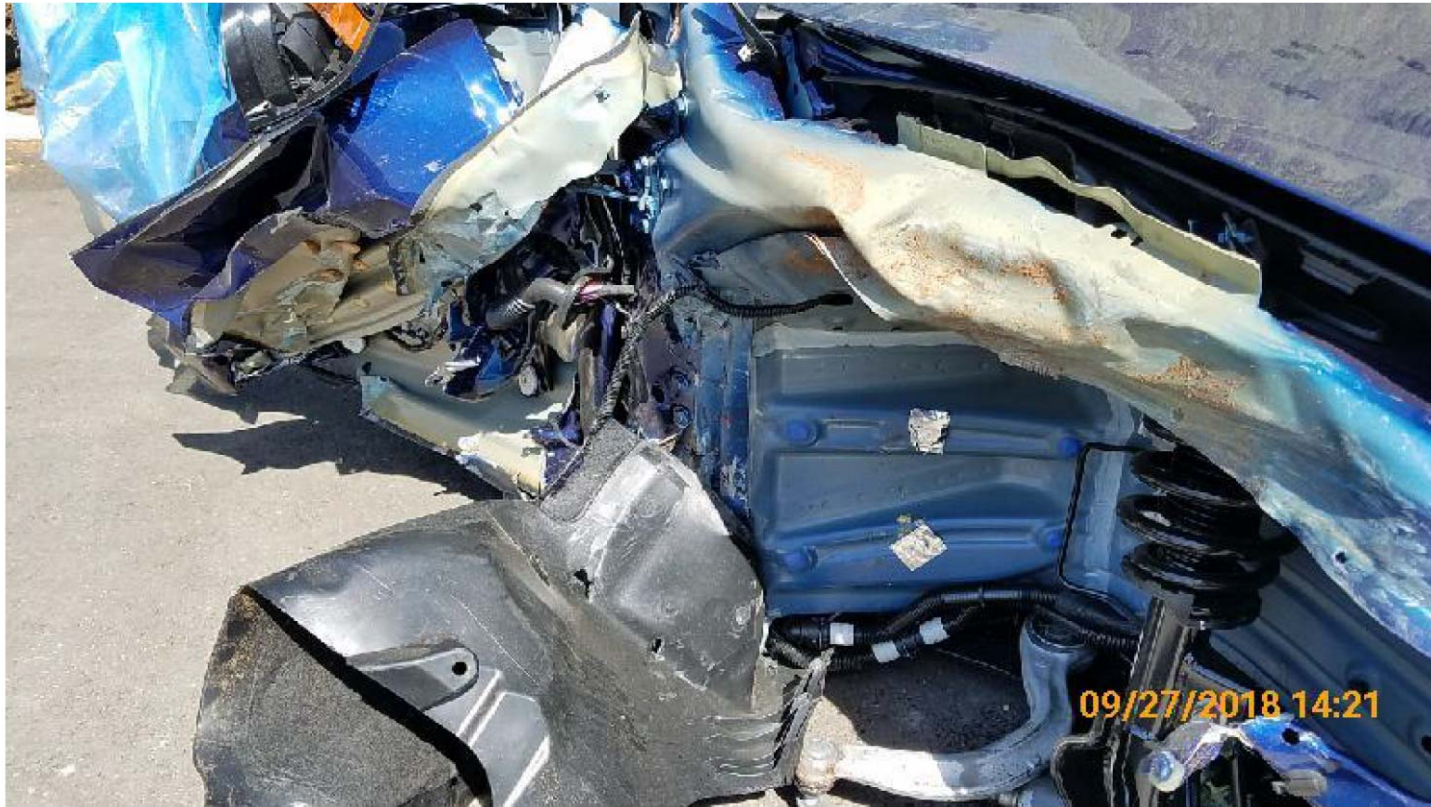






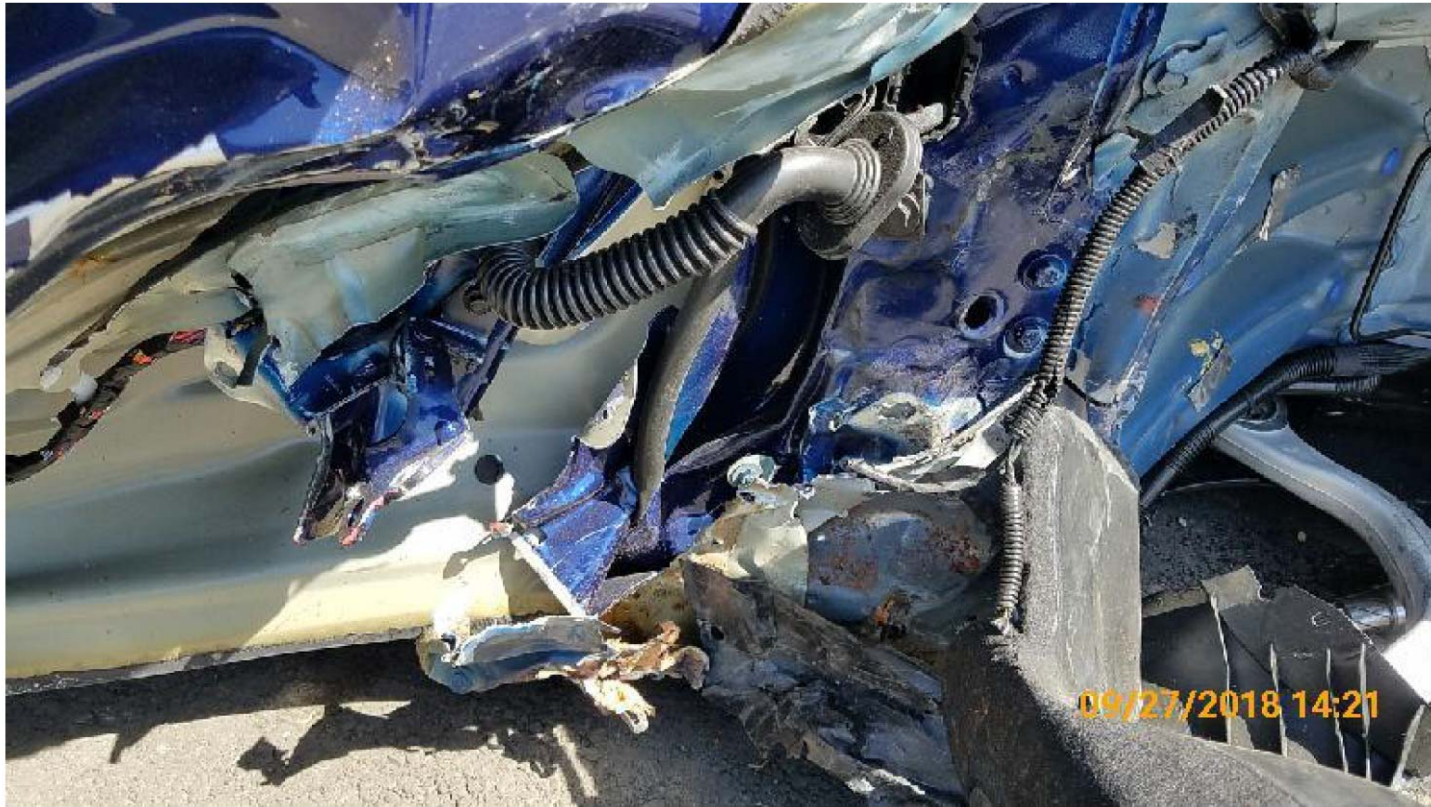




























# EXHIBIT B

## EDR Report

File Information	Value
VIN	5YJ3E1EB2JF080676
Retrieval Date	2018/01/01 00:00:00 (UTC)
Retrieval User Comments	
Retrieval Program Information	
EDR Report Information	Tesla EDR Reporting Service v18.30.1
Report Date	2018/10/31 02:22:56 (UTC)
Number Of Events	1
Time From Event 1 To 2 (seconds)	N/A
Ignition Cycle At Retrieval	200



## Model 3 Data Limitations

### General Data Limitations

This report represents data from a Tesla Event Data Recorder (EDR). The report was generated using EDR data that was uploaded to the Tesla EDR Report Service at <https://edr.tesla.com>. This service is periodically updated using the most current vehicle information available and report users should always ensure that the report was generated by the most recent version of the Report Service.

The Tesla EDR Retrieval Program and Tesla EDR Report Service are designed for vehicles configured for the North American market region only. Report elements found in this report may not have not been validated for vehicles configured for regions outside of North America.

The EDR is part of the vehicle's Restraints Control Module (RCM). When the EDR senses a crash or crash-like event, it may record a short period of data related to vehicle dynamics and safety systems. This recorded data may assist in understanding the crash or crash-like event. EDR data will only be recorded by a Tesla vehicle if the EDR senses a crash or crash-like event; no data is recorded by the EDR under normal driving conditions.

EDR data should only be used as part of a thorough and competent review of the human, vehicle, and environmental information associated with an event. The data recorded by the EDR has limitations including the number of items recorded, the time period of the recording, the data sampling interval, and the data range and resolution. Additionally, EDR data may be limited by sensor capabilities or the availability of 12 V DC power at the RCM. For these and other potential reasons, the EDR data may not capture an entire event, and the data elements captured may not fully represent all aspects of a given event.

Tesla has made all reasonable efforts to include sufficient information in this report's Data Limitations section to clarify terminology and data elements found in this document to assist the end user in understanding the recorded data. Tesla reserves the right to update, change or modify this information.

#### Event Data Recorder

An Event Data Recorder is defined as a device or function in a vehicle that records the vehicle's dynamic time-series data during the time period just prior to a crash event (e.g., vehicle speed vs. time) or during a crash event (e.g., delta-V vs. time), intended for retrieval after the crash event. For the purposes of this definition, the event data do not include audio and video data (49 CFR Part 563).

#### Data Synchronization

Pre-crash and crash data are recorded in discrete intervals and may be asynchronous.

#### Events

The Model 3 RCM can store up to two events: Event 1 and Event 2. The conditions for triggering the recording of an event differs depending on event type.

#### Time Zero

Time Zero, as indicated throughout the event record, is the point where the restraint control algorithm is activated in any sensing direction.

#### Recording duration

The end of an event is typically the moment at which the cumulative delta-V within a 20ms time period does not change by more than 0.8 km/h or the moment at which the crash detection algorithm of the RCM resets. Some events may lead to the recording of different duration data as provided for by 49 CFR Part 563.

#### Deployment events

A deployment event may be recorded when the RCM commands the deployment of a device (e.g. airbag, pretensioner, or High Voltage (HV) battery disconnect). Airbag deployment events are always locked in memory and are never overwritten. Pretensioner/HV disconnect only deployments may not be locked and may be overwritten.

#### Non-deployment events

A non-deployment event may be recorded when the RCM senses a physical occurrence triggering the recording of an event but does not command the deployment of a device (e.g. airbag, pretensioner, High Voltage (HV) battery disconnect). A non-deployment event is recorded if one of the two event memory locations is available (not locked). Non-deployment events are not locked in memory. A non-deployment event is overwritten by another non-deployment event or a deployment event.

#### Data polarity

Where applicable, the data in this report follows the polarity conventions found in SAE J1733 and J211. For example, forward longitudinal acceleration and resultant delta-V are positive and left-to-right lateral acceleration and resultant delta-V are positive. Positive roll angle is rotation about the vehicle's longitudinal axis using the right hand rule (clockwise vehicle roll when viewed from the rear of the vehicle). Positive steering wheel angle is clockwise rotation of the steering wheel (steering to the right from straight).

#### Signal Not Available (SNA)

Signal Not Available (SNA) indicates a data element which is not available due to a fault or network communication disruption with the sensor that supplies the data to the EDR.

### Data Element Definitions

#### Vehicle Identification Number (VIN)

The Vehicle Identification Number (VIN) is stored in the RCM when it is installed at the Tesla Fremont Factory or by Tesla Service. The last 6 digits of the VIN can be anonymized by selecting the "Save without VIN sequence number" option in the Tesla EDR Retrieval Program.

**Retrieval Date**

The Retrieval Date is the calendar date and time when the data was retrieved from the RCM. This date and time is sourced from the computer that was used to retrieve the data. This is not the date and time of an event.

**Retrieval User Comments**

The Retrieval User Comments is an open field that can be used by the Tesla EDR Retrieval operator to record text comments at the time of retrieval.

**Retrieval Program Information**

The Retrieval Program Information is the version number of the Tesla EDR Retrieval Program that was used to retrieve the EDR data from the RCM.

**EDR Report Information**

The EDR Report Information identifies the version of the Tesla EDR Report Service.

**Report Date**

Report Date is the calendar date when the online Tesla EDR Report Service was used to generate the report. The source of this data element is the Tesla server.

**Number Of Events**

The Number Of Events represents the total number of events that are stored in the RCM memory. The maximum number of events that can be recorded is two.

**Time From Event 1 to 2 (seconds)**

The Time From Event 1 to 2 is the amount of time elapsed between the Time Zero of two linked events (if applicable). Linked events must occur within 5 seconds and in the same ignition cycle. Non-linked events will report "N/A" in the Time From Event 1 to 2 value. The value is reported to the nearest 0.5 seconds.

**Ignition Cycle At Retrieval**

The Ignition Cycle At Retrieval is the number of times that the RCM had been powered on as reported at the time that the Tesla EDR Retrieval Program was used to retrieve the data from the RCM. The maximum value for ignition cycles is over 4 billion.

**Maximum Delta-V, Longitudinal/Lateral (km/h)**

The Maximum Delta-V, Longitudinal/Lateral is the maximum magnitude of the recorded delta-V during the event. The value is reported to the nearest kilometer per hour. The range for Maximum Delta-V is -100 km/h to +100 km/h. The source of the data is the internal calculation (integration) of the sensor data inside of the RCM.

**Time to Maximum Delta-V, Longitudinal/Lateral (ms)**

The Time to Maximum Delta-V, Longitudinal/Lateral is the time from Time Zero to the maximum magnitude of the recorded delta-V during the event. The maximum value is 300 ms and the value is reported to the nearest millisecond.

**Time to Maximum Delta-V, Resultant (ms)**

The Time to Maximum Delta-V, Resultant is the time from Time Zero to the calculated maximum resultant of the longitudinal and lateral delta-V components. The maximum value is 300 ms and the value is reported to the nearest millisecond.

**Ignition Cycle At Event**

The Ignition Cycle At Event is the number of times that the RCM had been powered on as reported at Time Zero. The maximum value for ignition cycles is over 4 billion.

**Ignition Cycle Runtime**

Ignition Cycle Runtime is the total cumulated time from when the RCM was powered on to Time Zero for a given event. The maximum value of Ignition Cycle Runtime is over 70 million minutes and the resolution is 0.1 minutes.

**Odometer At Event Time Zero**

Odometer At Event Time Zero is the value of the vehicle's lifetime mileage accumulation at Time Zero. The maximum value for this data element is over 1 million kilometers and the resolution is 0.1 kilometers.

**Airbag Warning Lamp Status**

Airbag Warning Lamp Status indicates the commanded state of the warning lamp as "on" or "off" within approximately the last second before Time Zero.

**ABS Warning Indicator Status**

ABS Warning Indicator Status indicates the commanded state of the warning lamp as "on" or "off" within approximately the last second before Time Zero.

**Vehicle Drive Mode**

Vehicle Drive Mode is the status of the vehicle's powertrain setting within approximately the last second before Time Zero. Possible values for this data element include Park, Reverse, Neutral and Drive.

**Driver/Passenger Safety Belt Status**

The Driver/Passenger Safety Belt Status is the recorded status of the safety belt at the time of the event. This data element is recorded one second before Time Zero.



**Occupant Classification In Front Passenger Seat**

The Occupant Classification data element indicates the detected occupant type in the front passenger seat. Values include: Empty, Child, Small Adult, Large Adult.

**Driver Seat Position**

Driver Seat Position indicates the recorded seat track position of the driver seat. The possible values are Rearward and Forward.

**Rear occupant seat status**

The Model 3 may record data associated with the second row seat occupancy and seat belt status. The possible values for occupancy status include: Not Occupied or Occupied, or Not Available. The possible values for rear occupant seat belt status are Buckled, Not Buckled, or Not Available.

**Driver Airbag Deployment 2nd Stage Disposal**

This data element indicates if the driver airbag second stage was commanded to deploy (either for occupant restraint or propellant disposal purposes).

**Right Front Passenger Airbag Deployment 2nd Stage Disposal**

This data element indicates if the passenger airbag second stage was commanded to deploy (either for occupant restraint or propellant disposal purposes).

**Complete File Recorded**

Complete File Recorded indicates whether or not the complete data set available to the EDR was successfully recorded.

**Deployment Summary**

The Deployment Summary table indicates which of the deployable safety devices (if any) were commanded to deploy and at what time (relative to the event Time Zero). The possible values for the status of each device is "Deployment Commanded" or "Deployment Not Commanded". The deployment commanded time is to the nearest millisecond.

**Time Series Data**

All time references are based on the event definition of Time Zero.

**Vehicle Speed**

Vehicle Speed is calculated using the four wheel speed signals as well as inertial acceleration measurements. This speed will be reported either in kilometers per hour or miles per hour, depending on vehicle configuration. The minimum value for vehicle speed is 0 and the maximum value is greater than 200 km/h (124 mph). The resolution of Vehicle Speed is to the nearest kilometer per hour or mile per hour, depending on vehicle configuration.

**Accelerator Pedal (%)**

Accelerator Pedal (%) is the percent of full application of the accelerator pedal. The resolution of Accelerator Pedal (%) is to the nearest percent.

**Rear Motor Speed (rpm)**

Rear Motor Speed is the rate of rotation of the rear drive motor. The maximum value for Rear Motor Speed is 17,900 rpm (revolutions per minute). The resolution of Rear Motor Speed is to the nearest 1 rpm. Positive RPM values indicate that the vehicle motor is rotating negatively about the vehicle's lateral (y) axis, which provides forward motive force.

**Service Brake**

Service Brake indicates the status of the driver's application of the brake pedal as reported by the brake booster. The possible values for Service Brake are "On" (pedal being applied by driver) and "Off" (pedal not being applied by driver).

**Stability Control**

Stability Control is the status of the Electronic Stability Control system (ESC). The possible values are "On" (meaning the ESC was enabled but not active), "Off" (meaning the ESC was turned off), and "Engaged" (meaning that the ESC was active).

**ABS Activity**

ABS Activity is the status of the Anti-lock Braking System (ABS). The possible values are "On" (meaning the ABS was active) and "Off" (meaning the ABS was not active). Active ABS status does not necessarily indicate that the ABS control unit was actively modulating braking at one or more wheels.

**Steering Wheel Angle (deg)**

Steering Wheel Angle represents the measured rotational angle of the steering wheel. The range of Steering Wheel Angle data is -819 deg to +819 deg. The resolution of steering wheel angle is to the nearest degree. Data is recorded for 5 seconds prior to Time Zero every 0.1 seconds.

**Lateral/Longitudinal Pre-Crash Acceleration**

Lateral and Longitudinal Pre-Crash Acceleration data is the measured physical acceleration of the vehicle as measured at the RCM during the 5 seconds prior to (and including) Time Zero.

**Roll/Yaw Rate Pre-Crash Data**

Roll and Yaw Rate Pre-Crash data is the measured angular velocity of the RCM for the 5 seconds prior to (and including) Time Zero. The resolution of this data element is to the nearest 0.1 degrees/second and the samples are recorded every 0.1 seconds.



#### Longitudinal/Lateral Delta-V data

Longitudinal and Lateral Time Series Delta-V Data indicates the change in velocity of the vehicle. The source of the data is the internal calculation (integration) of the sensor data inside of the RCM. The resolution of Delta-V data is to the nearest kilometer per hour and the data is reported every 10 ms after Time Zero (until the end of the event). The range for delta-V data is -100 km/h to +100 km/h.

#### Longitudinal/Lateral/Normal Time Series Acceleration data

Longitudinal and Lateral Time Series Acceleration Data indicates the measured physical acceleration of the vehicle. The source of the data is the accelerometers located inside the RCM. The resolution of acceleration data is 0.8 g and the data is reported every 0.5 ms after Time Zero (until the end of the event). The range of acceleration data is -96 g to +96 g.

#### Serial Numbers

Serial numbers are the sensor identification numbers that are stored in the RCM. These values are stored when the RCM is powered up (each ignition cycle).

#### Hexadecimal Data

The Hexadecimal Data found in this report represents the original, raw data and identifying information retrieved from the RCM accessed to ultimately generate this report. The binary data is represented in hexadecimal format as a matter of convenience. While it represents all the raw data retrieved from the subject RCM not all of that raw data may be used in a given report or application.

## Event 1 Data Record

Data Element	Value
Maximum Delta-V, Longitudinal (km/h)	-35
Time To Maximum Delta-V, Longitudinal (ms)	290.0
Maximum Delta-V, Lateral (km/h)	-17
Time To Maximum Delta-V, Lateral (ms)	115.0
Time To Maximum Delta-V, Resultant (ms)	290.0
Ignition Cycle At Event	200
Ignition Cycle Runtime (minutes)	10.4
Odometer At Event Time Zero (km)	96.0
Airbag Warning Lamp Status	Off
ABS Warning Indicator Status	Off
Vehicle Drive Mode	Drive
Driver Safety Belt Status	Buckled
Passenger Safety Belt Status	Not Buckled
Occupant Classification Status In Front Passenger Seat	Empty
Driver Seat Track Position	Rearward
2nd Row Left Safety Belt Status	Not Buckled
2nd Row Left Seat Occupant	Not Occupied
2nd Row Center Safety Belt Status	Not Buckled
2nd Row Center Seat Occupant	Not Occupied
2nd Row Right Safety Belt Status	Not Buckled
2nd Row Right Seat Occupant	Not Occupied
Driver Airbag Deployment 2nd Stage Disposal	No
Right Front Passenger Airbag Deployment 2nd Stage Disposal	No
Complete File Recorded	Yes

## Deployment Summary (Event 1)

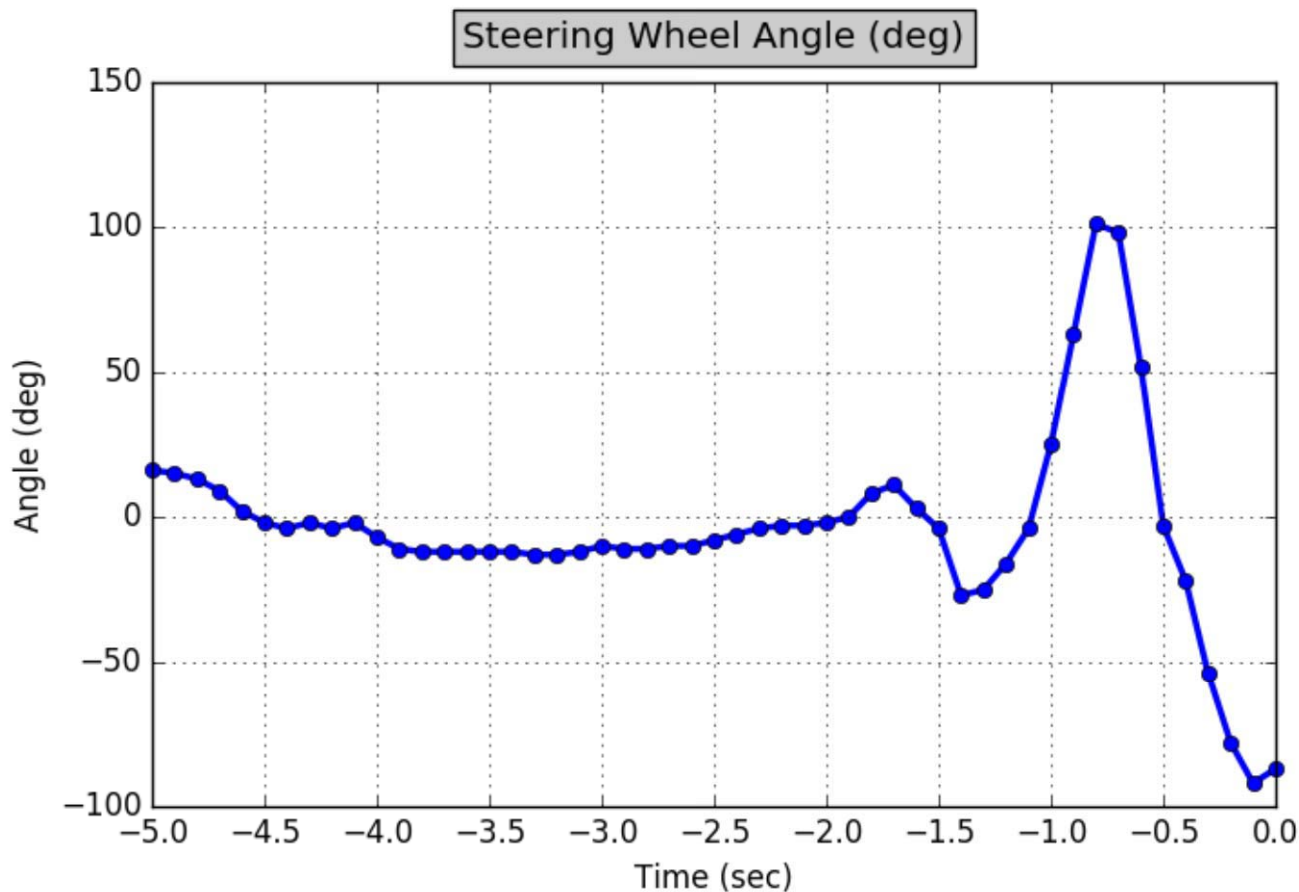
Device	Status	Deployment Command Time (ms)
Driver Front Airbag Stage 1	Deployment Commanded	9
Driver Front Airbag Stage 2	Deployment Commanded	14
Driver Front Airbag Active Vent	Deployment Commanded	194
Driver Knee Airbag	Deployment Commanded	9
Driver Retractor Pretensioner	Deployment Commanded	9
Driver Lap Pretensioner	Deployment Commanded	14
Driver Switchable Load Limiter	Deployment Commanded	39
Driver Side Seat Airbag	Deployment Not Commanded	
Passenger Front Airbag Stage 1	Deployment Not Commanded	
Passenger Front Airbag Stage 2	Deployment Not Commanded	
Passenger Active Vent	Deployment Not Commanded	
Passenger Knee Airbag	Deployment Not Commanded	
Passenger Retractor Pretensioner	Deployment Not Commanded	
Passenger Lap Pretensioner	Deployment Not Commanded	
Passenger Switchable Load Limiter	Deployment Not Commanded	
Passenger Side Seat Airbag	Deployment Not Commanded	
Inflatable Curtain Airbag Left	Deployment Commanded	9
Inflatable Curtain Airbag Right	Deployment Commanded	9
Second Row Retractor Pretensioner Left	Deployment Not Commanded	
Second Row Retractor Pretensioner Right	Deployment Not Commanded	

## Event Data (Event 1)

Time (sec)	Service Brake	Stability Control	ABS Activity
-5.0	Off	Off	Off
-4.5	Off	Off	Off
-4.0	Off	Off	Off
-3.5	Off	Off	Off
-3.0	Off	Off	Off
-2.5	Off	Off	Off
-2.0	Off	Off	Off
-1.5	Off	Off	Off
-1.0	Off	Off	Off
-0.5	Off	Engaged	Off
0.0	On	Engaged	Off

Time (sec)	Vehicle Speed (mi/h)	Accelerator Pedal (%)	Rear Motor Speed (rpm)
-5.0	33.0	41.2	3916
-4.8	34.0	41.2	4071
-4.6	36.0	40.8	4279
-4.4	38.0	40.8	4423
-4.2	39.0	41.2	4630
-4.0	41.0	41.2	4785
-3.8	42.0	35.6	4970
-3.6	43.0	34.8	5090
-3.4	44.0	40.0	5240
-3.2	46.0	40.0	5366
-3.0	47.0	44.4	5488
-2.8	48.0	47.6	5716
-2.6	50.0	47.2	5874
-2.4	51.0	47.6	6030
-2.2	53.0	47.6	6173
-2.0	54.0	47.6	6355
-1.8	55.0	37.6	6638
-1.6	56.0	0.0	6505
-1.4	56.0	0.0	6346
-1.2	56.0	0.0	6072
-1.0	54.0	26.8	6229
-0.8	53.0	0.0	6048
-0.6	51.0	0.0	5769
-0.4	48.0	0.0	5338
-0.2	46.0	0.0	4868
0.0	43.0	0.0	4527

## Steering Wheel Angle (Event 1)



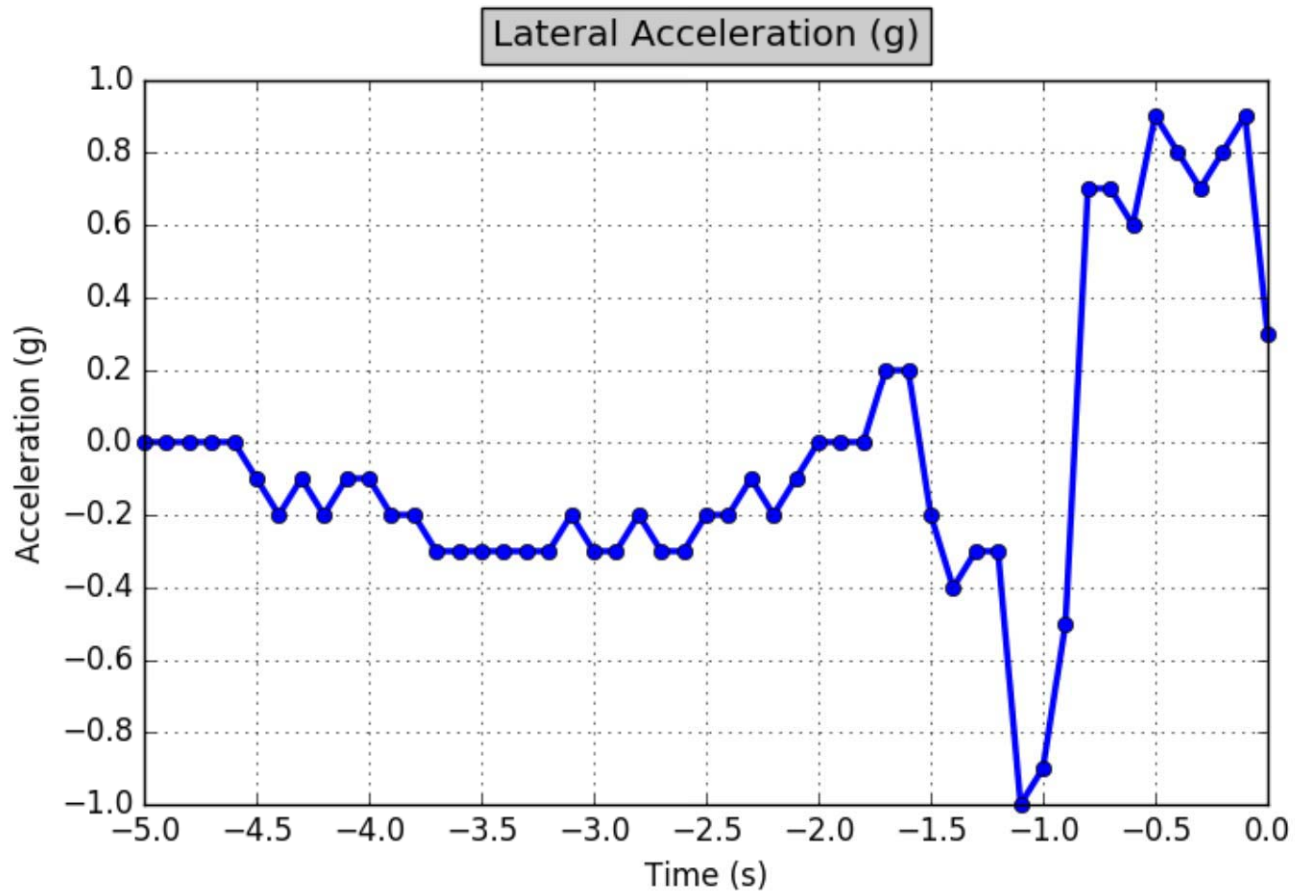
Time (sec)	Angle (deg)	Time (sec)	Angle (deg)	Time (sec)	Angle (deg)
-5.0	16	-3.2	-13	-1.4	-27
-4.9	15	-3.1	-12	-1.3	-25
-4.8	13	-3.0	-10	-1.2	-16
-4.7	9	-2.9	-11	-1.1	-4
-4.6	2	-2.8	-11	-1.0	25
-4.5	-2	-2.7	-10	-0.9	63
-4.4	-4	-2.6	-10	-0.8	101
-4.3	-2	-2.5	-8	-0.7	98
-4.2	-4	-2.4	-6	-0.6	52
-4.1	-2	-2.3	-4	-0.5	-3
-4.0	-7	-2.2	-3	-0.4	-22
-3.9	-11	-2.1	-3	-0.3	-54
-3.8	-12	-2.0	-2	-0.2	-78
-3.7	-12	-1.9	0	-0.1	-92
-3.6	-12	-1.8	8	0.0	-87
-3.5	-12	-1.7	11		
-3.4	-12	-1.6	3		
-3.3	-13	-1.5	-4		

The wheel detaches here  
Causing a sig. swerve to  
the right.

Massoud goes hard left to try  
and avoid going over the  
sidewalk and into the tree but  
car doesn't respond because  
the wheels have disengaged.

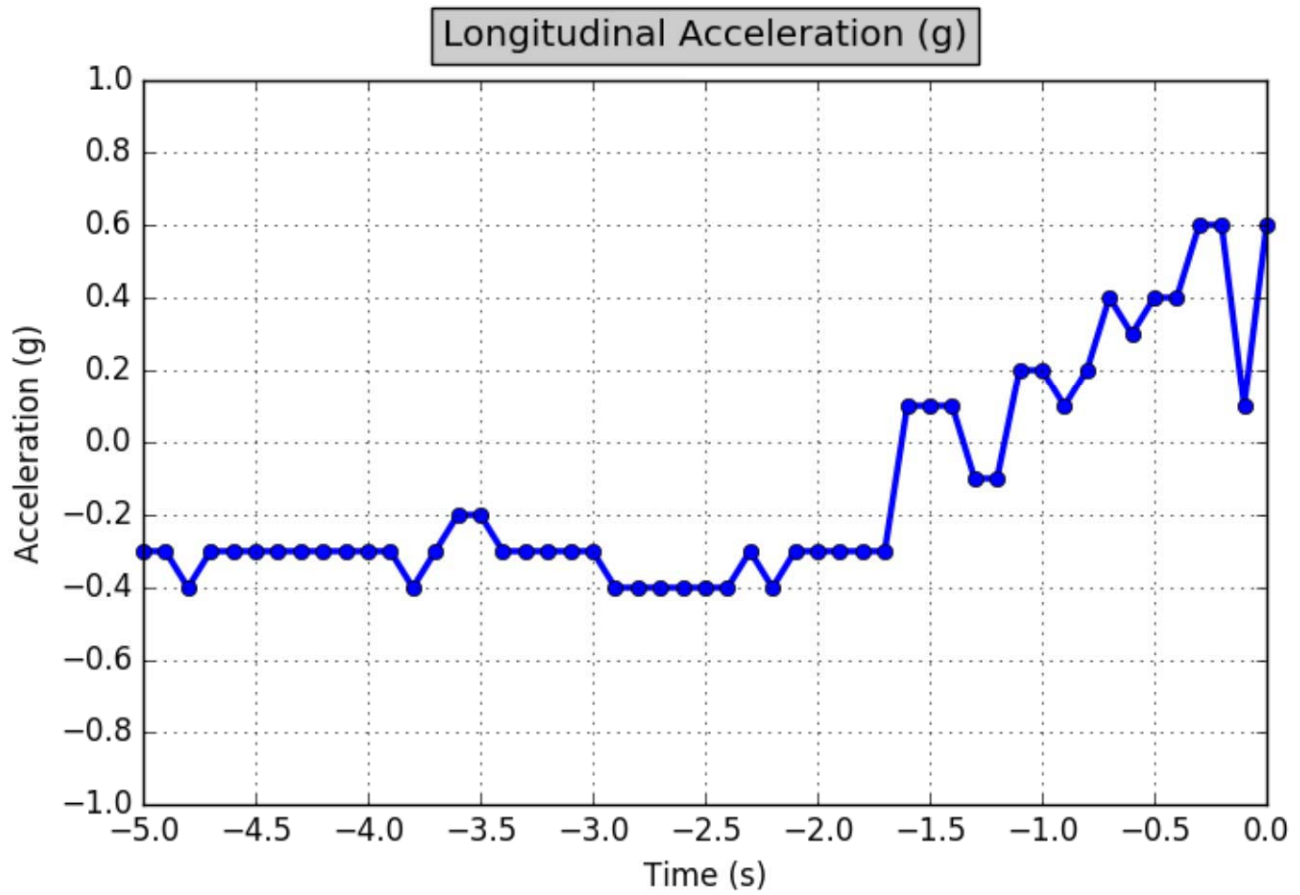


## Lateral Pre-Crash Acceleration (Event 1)



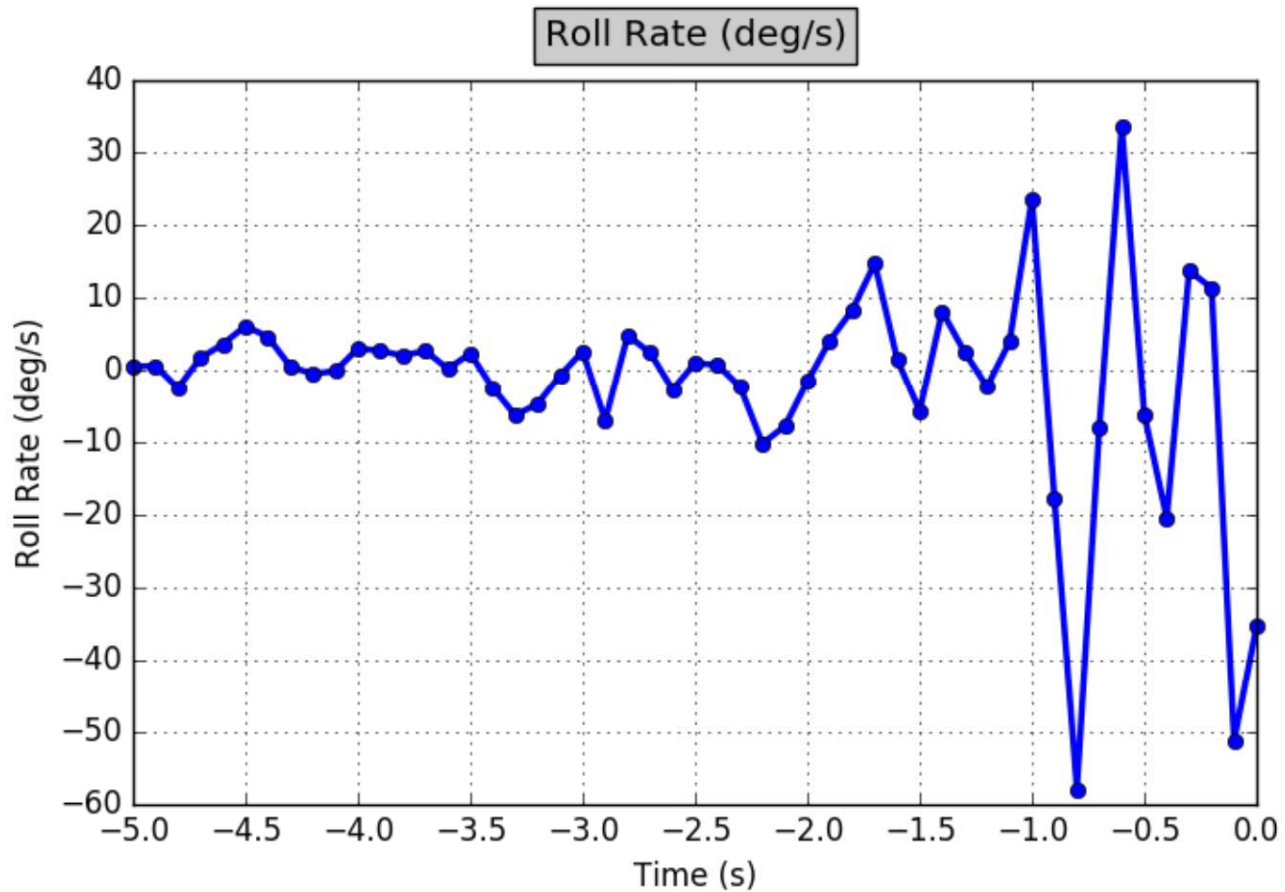
Time (s)	Acceleration (g)	Time (s)	Acceleration (g)	Time (s)	Acceleration (g)
-5.0	0.0	-3.2	-0.3	-1.4	-0.4
-4.9	0.0	-3.1	-0.2	-1.3	-0.3
-4.8	0.0	-3.0	-0.3	-1.2	-0.3
-4.7	0.0	-2.9	-0.3	-1.1	-1.0
-4.6	0.0	-2.8	-0.2	-1.0	-0.9
-4.5	-0.1	-2.7	-0.3	-0.9	-0.5
-4.4	-0.2	-2.6	-0.3	-0.8	0.7
-4.3	-0.1	-2.5	-0.2	-0.7	0.7
-4.2	-0.2	-2.4	-0.2	-0.6	0.6
-4.1	-0.1	-2.3	-0.1	-0.5	0.9
-4.0	-0.1	-2.2	-0.2	-0.4	0.8
-3.9	-0.2	-2.1	-0.1	-0.3	0.7
-3.8	-0.2	-2.0	0.0	-0.2	0.8
-3.7	-0.3	-1.9	0.0	-0.1	0.9
-3.6	-0.3	-1.8	0.0	0.0	0.3
-3.5	-0.3	-1.7	0.2		
-3.4	-0.3	-1.6	0.2		
-3.3	-0.3	-1.5	-0.2		

## Longitudinal Pre-Crash Acceleration (Event 1)



Time (s)	Acceleration (g)	Time (s)	Acceleration (g)	Time (s)	Acceleration (g)
-5.0	-0.3	-3.2	-0.3	-1.4	0.1
-4.9	-0.3	-3.1	-0.3	-1.3	-0.1
-4.8	-0.4	-3.0	-0.3	-1.2	-0.1
-4.7	-0.3	-2.9	-0.4	-1.1	0.2
-4.6	-0.3	-2.8	-0.4	-1.0	0.2
-4.5	-0.3	-2.7	-0.4	-0.9	0.1
-4.4	-0.3	-2.6	-0.4	-0.8	0.2
-4.3	-0.3	-2.5	-0.4	-0.7	0.4
-4.2	-0.3	-2.4	-0.4	-0.6	0.3
-4.1	-0.3	-2.3	-0.3	-0.5	0.4
-4.0	-0.3	-2.2	-0.4	-0.4	0.4
-3.9	-0.3	-2.1	-0.3	-0.3	0.6
-3.8	-0.4	-2.0	-0.3	-0.2	0.6
-3.7	-0.3	-1.9	-0.3	-0.1	0.1
-3.6	-0.2	-1.8	-0.3	0.0	0.6
-3.5	-0.2	-1.7	-0.3		
-3.4	-0.3	-1.6	0.1		
-3.3	-0.3	-1.5	0.1		

## Roll Rate Pre-Crash Data (Event 1)

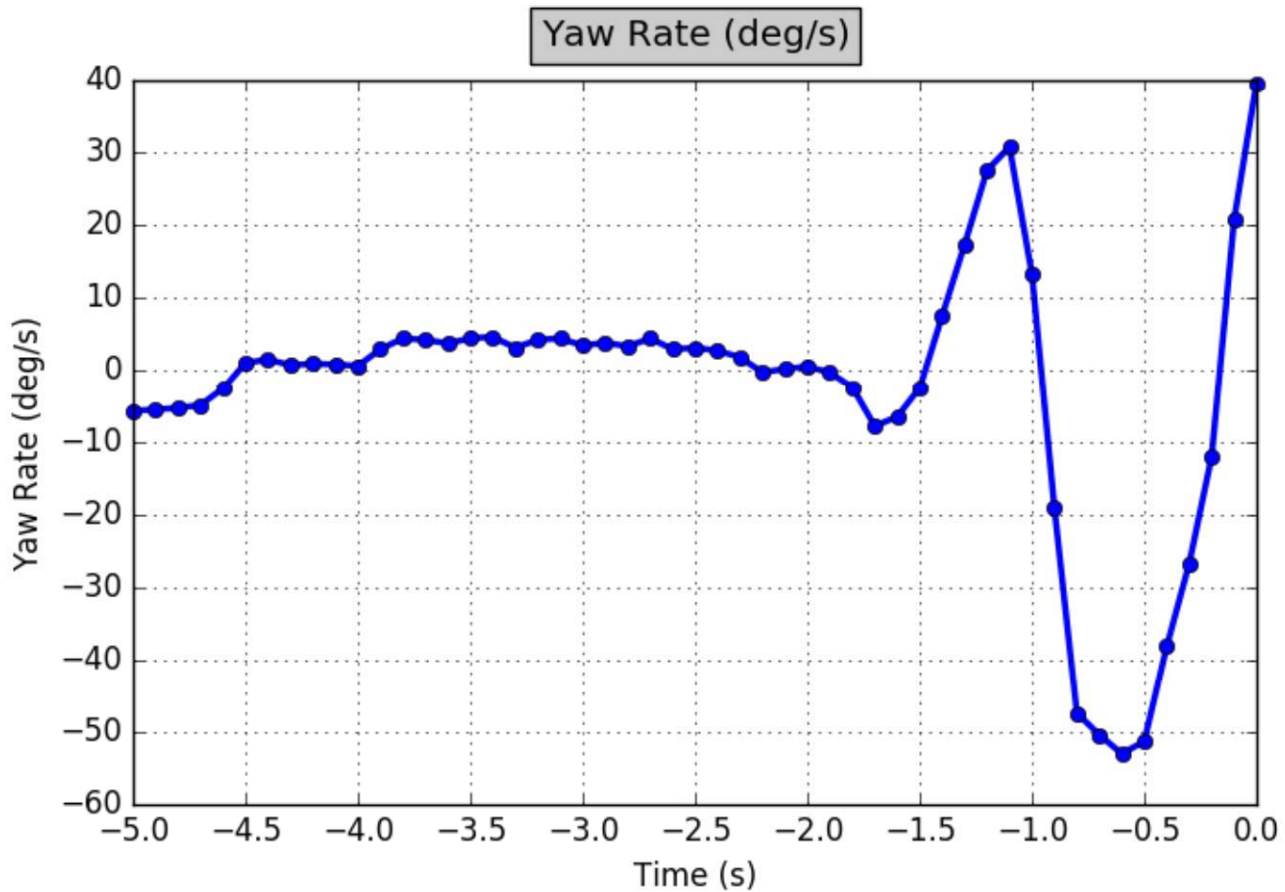


Time (s)	Roll Rate (deg/s)	Time (s)	Roll Rate (deg/s)	Time (s)	Roll Rate (deg/s)
-5.0	0.5	-3.2	-4.7	-1.4	8.1
-4.9	0.6	-3.1	-0.7	-1.3	2.5
-4.8	-2.5	-3.0	2.6	-1.2	-2.3
-4.7	1.7	-2.9	-7.0	-1.1	3.9
-4.6	3.6	-2.8	4.8	-1.0	23.6
-4.5	6.1	-2.7	2.4	-0.9	-17.8
-4.4	4.6	-2.6	-2.7	-0.8	-57.9
-4.3	0.5	-2.5	1.0	-0.7	-7.9
-4.2	-0.5	-2.4	0.7	-0.6	33.5
-4.1	-0.1	-2.3	-2.3	-0.5	-6.2
-4.0	3.0	-2.2	-10.2	-0.4	-20.4
-3.9	2.7	-2.1	-7.8	-0.3	13.7
-3.8	2.0	-2.0	-1.6	-0.2	11.3
-3.7	2.7	-1.9	4.1	-0.1	-51.2
-3.6	0.2	-1.8	8.3	0.0	-35.3
-3.5	2.3	-1.7	14.7		
-3.4	-2.5	-1.6	1.5		
-3.3	-6.3	-1.5	-5.7		

Roll rate rep. suspension distribution between front and back axels. It goes haywire here which is indicative of the wheel coming off. Also, consistent with the swerve to the right.



## Yaw Rate Pre-Crash Data (Event 1)

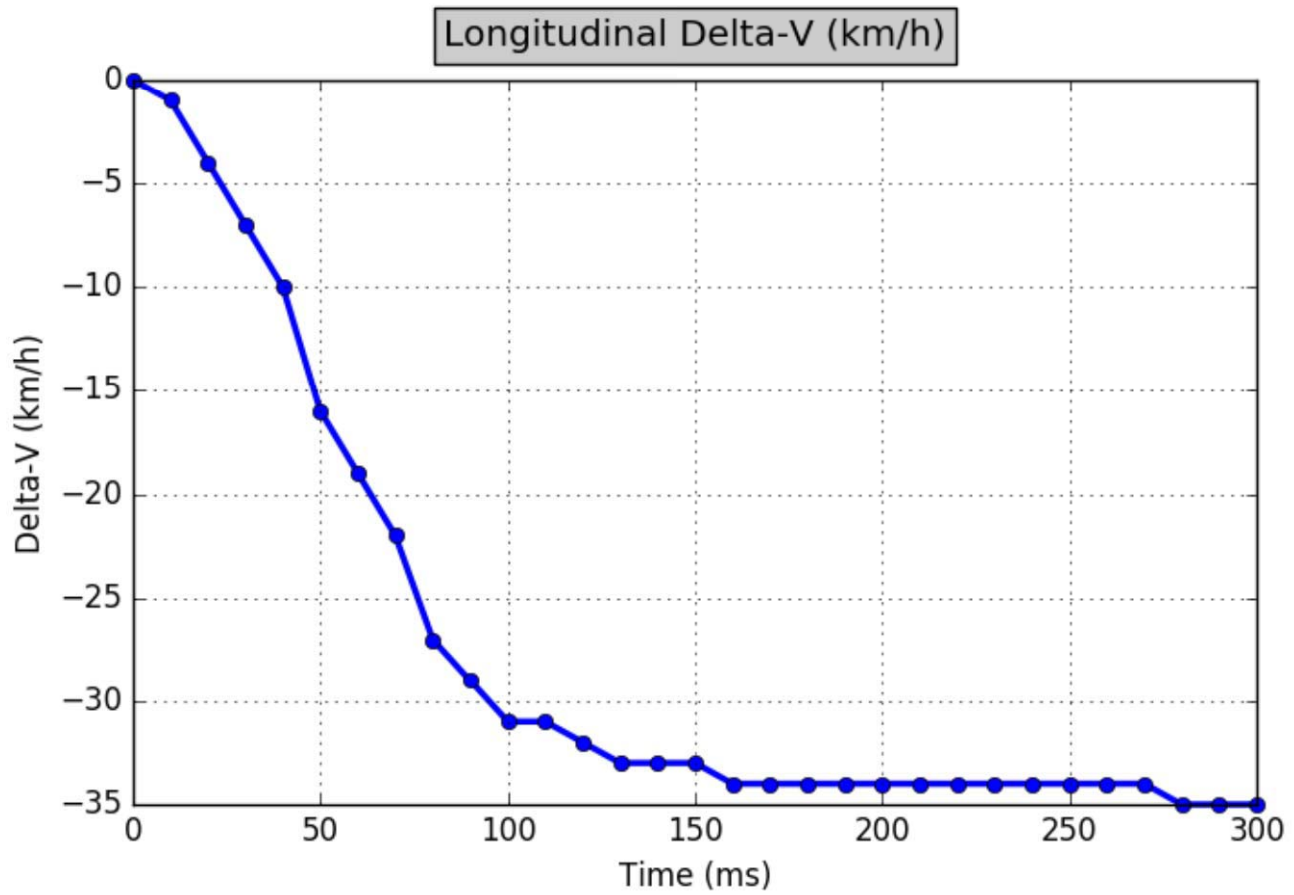


Time (s)	Yaw Rate (deg/s)	Time (s)	Yaw Rate (deg/s)	Time (s)	Yaw Rate (deg/s)
-5.0	-5.7	-3.2	4.2	-1.4	7.5
-4.9	-5.5	-3.1	4.4	-1.3	17.3
-4.8	-5.3	-3.0	3.4	-1.2	27.5
-4.7	-4.9	-2.9	3.8	-1.1	30.7
-4.6	-2.6	-2.8	3.3	-1.0	13.2
-4.5	1.0	-2.7	4.4	-0.9	-19.1
-4.4	1.5	-2.6	2.9	-0.8	-47.4
-4.3	0.7	-2.5	3.1	-0.7	-50.4
-4.2	0.9	-2.4	2.7	-0.6	-53.0
-4.1	0.8	-2.3	1.8	-0.5	-51.3
-4.0	0.6	-2.2	-0.3	-0.4	-38.1
-3.9	2.9	-2.1	0.2	-0.3	-26.7
-3.8	4.4	-2.0	0.5	-0.2	-12.0
-3.7	4.2	-1.9	-0.3	-0.1	20.7
-3.6	3.7	-1.8	-2.4	0.0	39.6
-3.5	4.4	-1.7	-7.8		
-3.4	4.6	-1.6	-6.5		
-3.3	3.1	-1.5	-2.5		

Yaw rate measures the angle on the vertical axis.

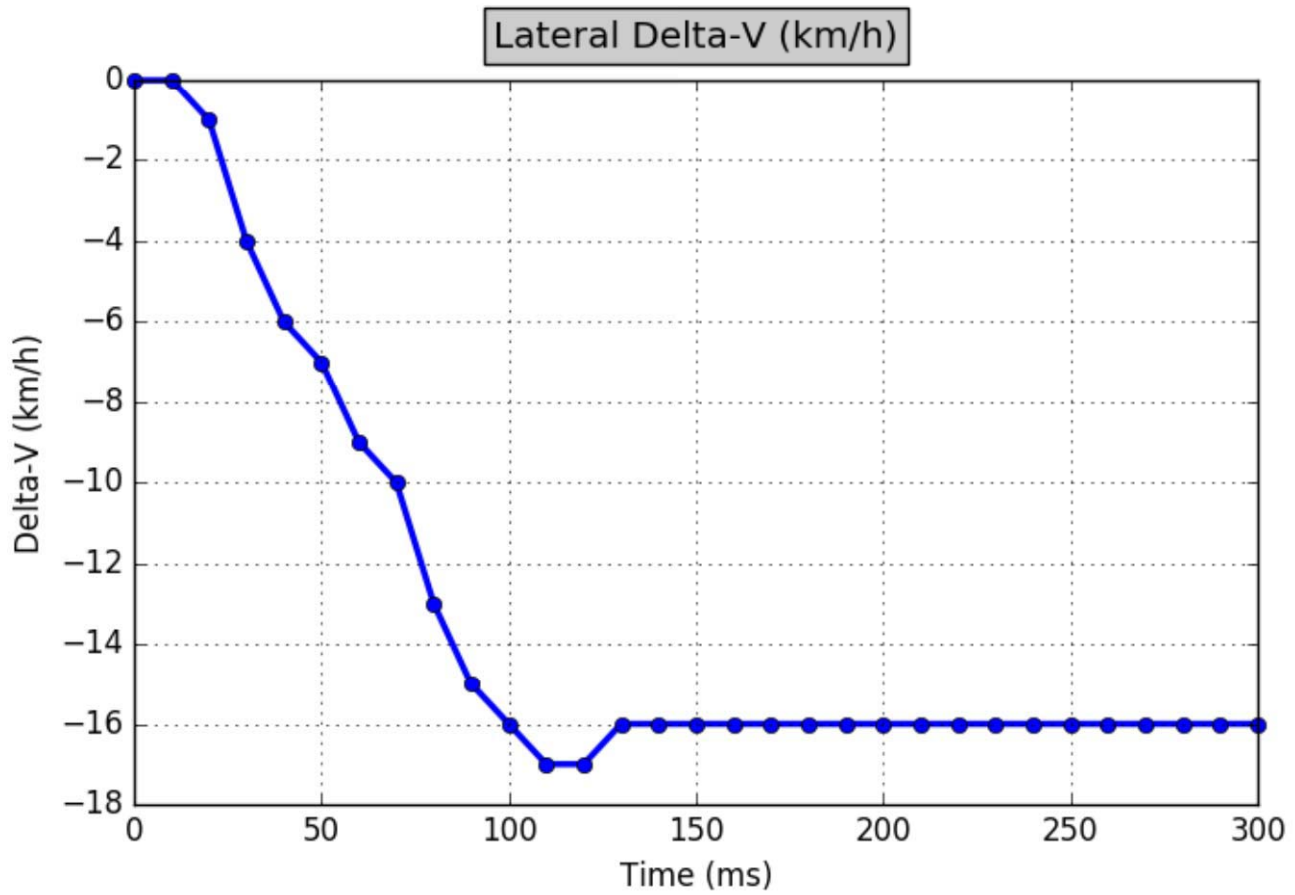
Again, 0.9 seconds it goes haywire supporting the wheel comes off at this point. It then drastically jumps up positive which is when the vehicle goes over the sidewalk.

## Longitudinal Delta-V (Event 1)



Time (ms)	Delta-V (km/h)	Time (ms)	Delta-V (km/h)
0	0	160	-34
10	-1	170	-34
20	-4	180	-34
30	-7	190	-34
40	-10	200	-34
50	-16	210	-34
60	-19	220	-34
70	-22	230	-34
80	-27	240	-34
90	-29	250	-34
100	-31	260	-34
110	-31	270	-34
120	-32	280	-35
130	-33	290	-35
140	-33	300	-35
150	-33		

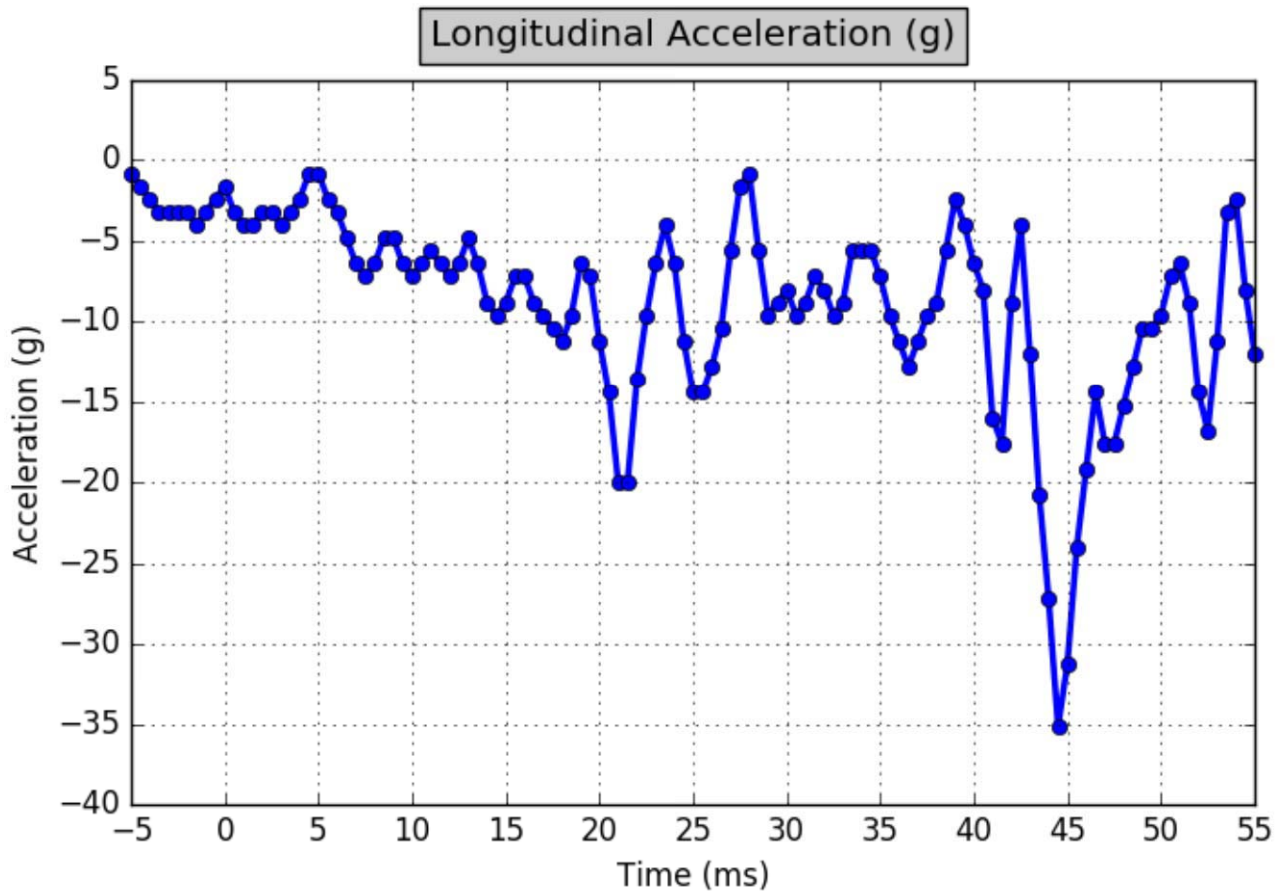
## Lateral Delta-V (Event 1)



Time (ms)	Delta-V (km/h)	Time (ms)	Delta-V (km/h)
0	0	160	-16
10	0	170	-16
20	-1	180	-16
30	-4	190	-16
40	-6	200	-16
50	-7	210	-16
60	-9	220	-16
70	-10	230	-16
80	-13	240	-16
90	-15	250	-16
100	-16	260	-16
110	-17	270	-16
120	-17	280	-16
130	-16	290	-16
140	-16	300	-16
150	-16		



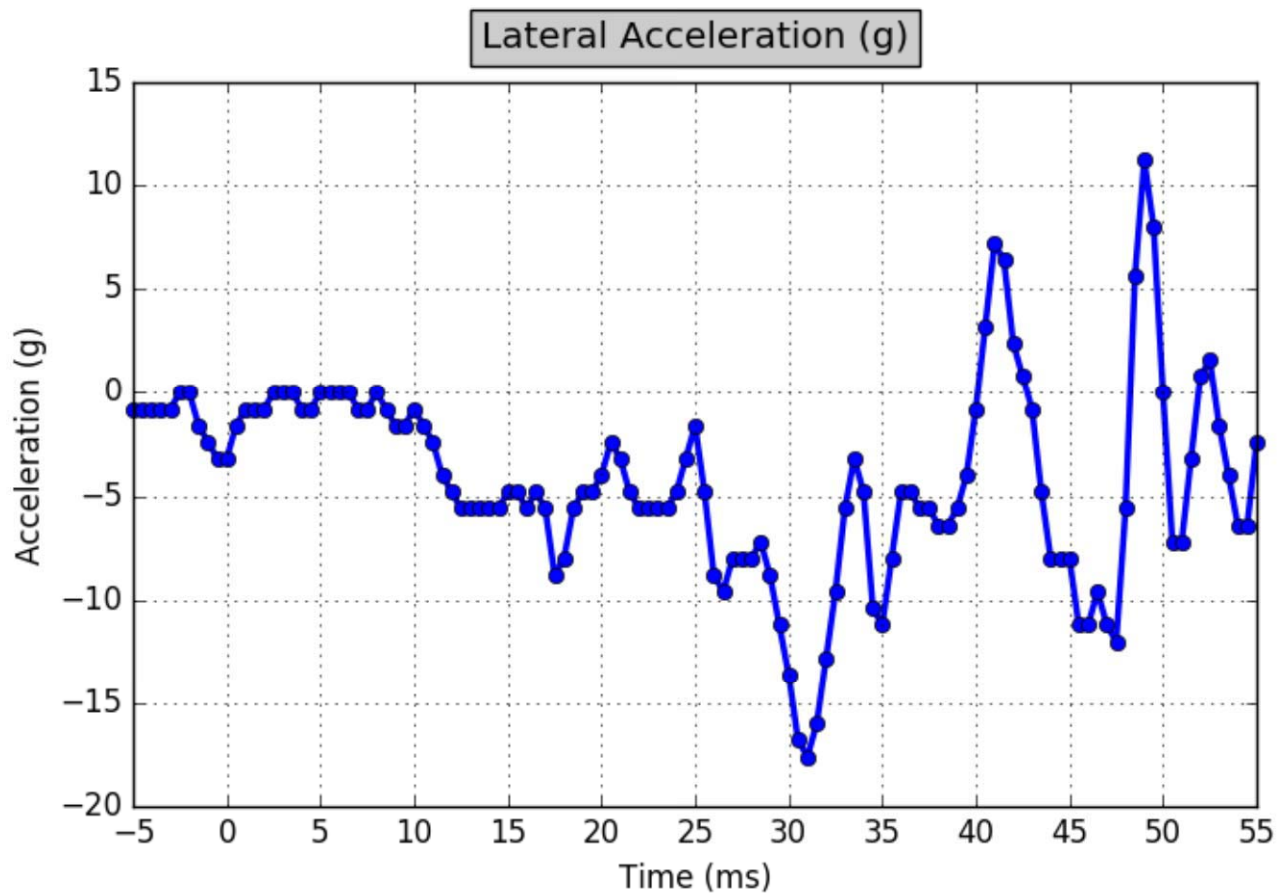
## Longitudinal Acceleration (Event 1)



## Longitudinal Acceleration Values (Event 1)

Time (ms)	Acceleration (g)	Time (ms)	Acceleration (g)
-5.0	-0.8	25.5	-14.4
-4.5	-1.6	26.0	-12.8
-4.0	-2.4	26.5	-10.4
-3.5	-3.2	27.0	-5.6
-3.0	-3.2	27.5	-1.6
-2.5	-3.2	28.0	-0.8
-2.0	-3.2	28.5	-5.6
-1.5	-4.0	29.0	-9.6
-1.0	-3.2	29.5	-8.8
-0.5	-2.4	30.0	-8.0
0.0	-1.6	30.5	-9.6
0.5	-3.2	31.0	-8.8
1.0	-4.0	31.5	-7.2
1.5	-4.0	32.0	-8.0
2.0	-3.2	32.5	-9.6
2.5	-3.2	33.0	-8.8
3.0	-4.0	33.5	-5.6
3.5	-3.2	34.0	-5.6
4.0	-2.4	34.5	-5.6
4.5	-0.8	35.0	-7.2
5.0	-0.8	35.5	-9.6
5.5	-2.4	36.0	-11.2
6.0	-3.2	36.5	-12.8
6.5	-4.8	37.0	-11.2
7.0	-6.4	37.5	-9.6
7.5	-7.2	38.0	-8.8
8.0	-6.4	38.5	-5.6
8.5	-4.8	39.0	-2.4
9.0	-4.8	39.5	-4.0
9.5	-6.4	40.0	-6.4
10.0	-7.2	40.5	-8.0
10.5	-6.4	41.0	-16.0
11.0	-5.6	41.5	-17.6
11.5	-6.4	42.0	-8.8
12.0	-7.2	42.5	-4.0
12.5	-6.4	43.0	-12.0
13.0	-4.8	43.5	-20.8
13.5	-6.4	44.0	-27.2
14.0	-8.8	44.5	-35.2
14.5	-9.6	45.0	-31.2
15.0	-8.8	45.5	-24.0
15.5	-7.2	46.0	-19.2
16.0	-7.2	46.5	-14.4
16.5	-8.8	47.0	-17.6
17.0	-9.6	47.5	-17.6
17.5	-10.4	48.0	-15.2
18.0	-11.2	48.5	-12.8
18.5	-9.6	49.0	-10.4
19.0	-6.4	49.5	-10.4
19.5	-7.2	50.0	-9.6
20.0	-11.2	50.5	-7.2
20.5	-14.4	51.0	-6.4
21.0	-20.0	51.5	-8.8
21.5	-20.0	52.0	-14.4
22.0	-13.6	52.5	-16.8
22.5	-9.6	53.0	-11.2
23.0	-6.4	53.5	-3.2
23.5	-4.0	54.0	-2.4
24.0	-6.4	54.5	-8.0
24.5	-11.2	55.0	-12.0
25.0	-14.4		

## Lateral Acceleration (Event 1)

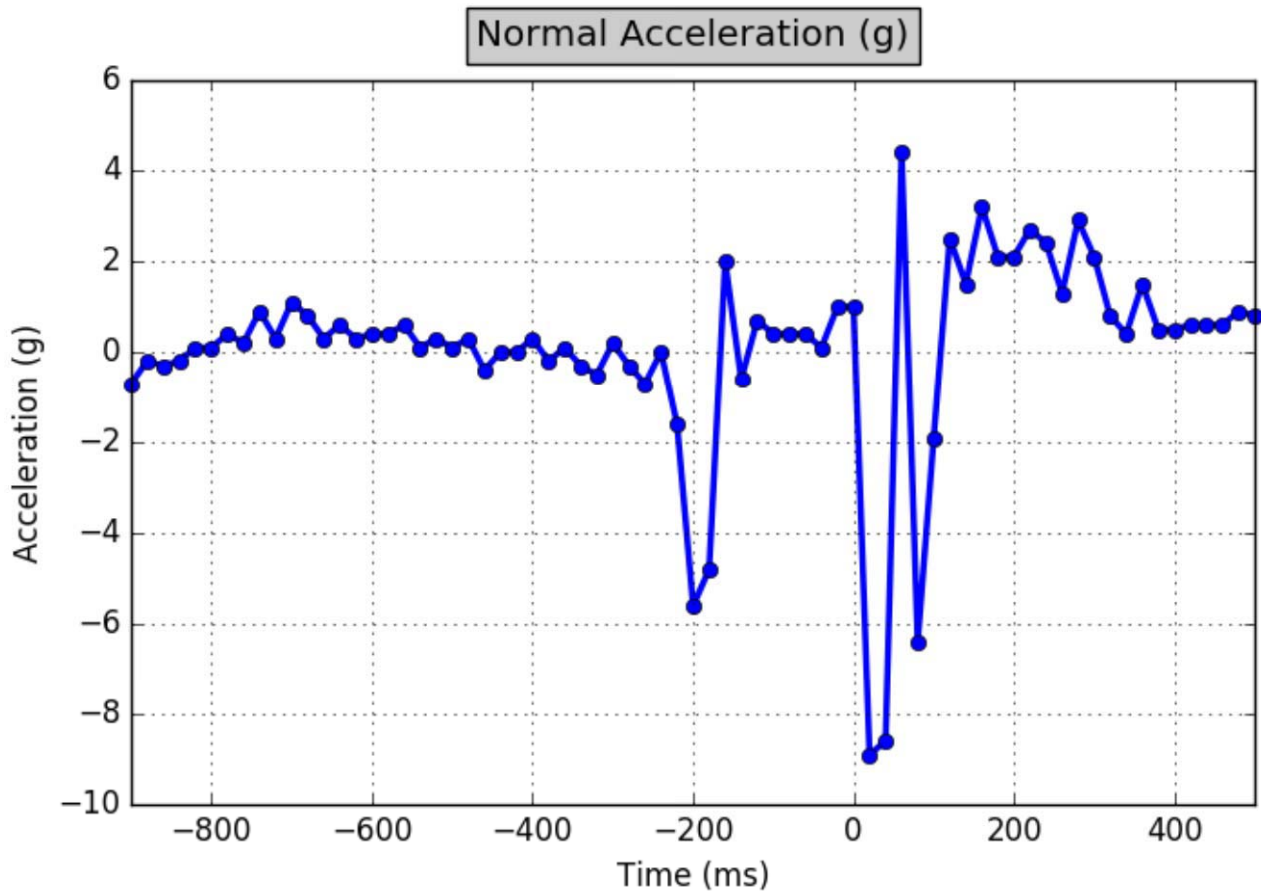




## Lateral Acceleration Values (Event 1)

Time (ms)	Acceleration (g)	Time (ms)	Acceleration (g)
-5.0	-0.8	25.5	-4.8
-4.5	-0.8	26.0	-8.8
-4.0	-0.8	26.5	-9.6
-3.5	-0.8	27.0	-8.0
-3.0	-0.8	27.5	-8.0
-2.5	0.0	28.0	-8.0
-2.0	0.0	28.5	-7.2
-1.5	-1.6	29.0	-8.8
-1.0	-2.4	29.5	-11.2
-0.5	-3.2	30.0	-13.6
0.0	-3.2	30.5	-16.8
0.5	-1.6	31.0	-17.6
1.0	-0.8	31.5	-16.0
1.5	-0.8	32.0	-12.8
2.0	-0.8	32.5	-9.6
2.5	0.0	33.0	-5.6
3.0	0.0	33.5	-3.2
3.5	0.0	34.0	-4.8
4.0	-0.8	34.5	-10.4
4.5	-0.8	35.0	-11.2
5.0	0.0	35.5	-8.0
5.5	0.0	36.0	-4.8
6.0	0.0	36.5	-4.8
6.5	0.0	37.0	-5.6
7.0	-0.8	37.5	-5.6
7.5	-0.8	38.0	-6.4
8.0	0.0	38.5	-6.4
8.5	-0.8	39.0	-5.6
9.0	-1.6	39.5	-4.0
9.5	-1.6	40.0	-0.8
10.0	-0.8	40.5	3.2
10.5	-1.6	41.0	7.2
11.0	-2.4	41.5	6.4
11.5	-4.0	42.0	2.4
12.0	-4.8	42.5	0.8
12.5	-5.6	43.0	-0.8
13.0	-5.6	43.5	-4.8
13.5	-5.6	44.0	-8.0
14.0	-5.6	44.5	-8.0
14.5	-5.6	45.0	-8.0
15.0	-4.8	45.5	-11.2
15.5	-4.8	46.0	-11.2
16.0	-5.6	46.5	-9.6
16.5	-4.8	47.0	-11.2
17.0	-5.6	47.5	-12.0
17.5	-8.8	48.0	-5.6
18.0	-8.0	48.5	5.6
18.5	-5.6	49.0	11.2
19.0	-4.8	49.5	8.0
19.5	-4.8	50.0	0.0
20.0	-4.0	50.5	-7.2
20.5	-2.4	51.0	-7.2
21.0	-3.2	51.5	-3.2
21.5	-4.8	52.0	0.8
22.0	-5.6	52.5	1.6
22.5	-5.6	53.0	-1.6
23.0	-5.6	53.5	-4.0
23.5	-5.6	54.0	-6.4
24.0	-4.8	54.5	-6.4
24.5	-3.2	55.0	-2.4
25.0	-1.6		

## Normal Acceleration (Event 1)



## Normal Acceleration Values (Event 1)

Time (ms)	Acceleration (g)	Time (ms)	Acceleration (g)
-900	-0.7	-180	-4.8
-880	-0.2	-160	2.0
-860	-0.3	-140	-0.6
-840	-0.2	-120	0.7
-820	0.1	-100	0.4
-800	0.1	-80	0.4
-780	0.4	-60	0.4
-760	0.2	-40	0.1
-740	0.9	-20	1.0
-720	0.3	0	1.0
-700	1.1	20	-8.9
-680	0.8	40	-8.6
-660	0.3	60	4.4
-640	0.6	80	-6.4
-620	0.3	100	-1.9
-600	0.4	120	2.5
-580	0.4	140	1.5
-560	0.6	160	3.2
-540	0.1	180	2.1
-520	0.3	200	2.1
-500	0.1	220	2.7
-480	0.3	240	2.4
-460	-0.4	260	1.3
-440	0.0	280	2.9
-420	0.0	300	2.1
-400	0.3	320	0.8
-380	-0.2	340	0.4
-360	0.1	360	1.5
-340	-0.3	380	0.5
-320	-0.5	400	0.5
-300	0.2	420	0.6
-280	-0.3	440	0.6
-260	-0.7	460	0.6
-240	0.0	480	0.9
-220	-1.6	500	0.8
-200	-5.6		



## Serial Numbers

Not Available

## Hexadecimal Data

FD68	00	00	00	00	00	00	00	00	18	B1	26	D2	BC	11	39	8A	02
FD69	00	00	00	00	00	00	00	00	18	C1	27	BC	9A	42	25	8A	02
F190	35	59	4A	33	45	31	45	42	32	4A	46	30	38	30	36	37	36
FD60	00	00	00	00	00	00	00	00	23	B3	2B	0E	CC	55	3F	8A	02
FD61	00	00	00	00	00	00	00	00	23	B1	2B	0E	CC	30	12	8A	02
FD62	00	00	00	00	00	00	00	00	25	A1	29	F1	5A	05	1B	8A	02
FD63	00	00	00	00	00	00	00	00	25	A1	29	F1	5A	0C	16	8A	02
FD64	00	00	00	00	00	00	00	00	25	9D	29	F1	5A	35	37	8A	02
FD65	00	00	00	00	00	00	00	00	25	A1	29	F1	5A	67	10	8A	02
FD67	00	00	00	00	00	00	00	00	23	B1	2B	0E	CC	37	38	8A	02
5818	0000	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0028	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0056	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	00	00	C8
0084	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0112	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0140	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0168	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0196	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0224	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0252	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0280	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0308	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0336	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0364	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0392	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0420	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0448	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0476	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0504	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0532	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0560	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0588	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0616	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0644	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0672	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0700	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0728	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0756	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0784	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0812	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0840	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0868	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0896	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0924	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
0952	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF

5818 Continued

[illegible]

F015

32 41 32 30 30 37 30 36 37 39 41 41 31 31





5817 Continued

1652	5C	02	82	01	43	FE	9B	00	83	00	61	FE	D3	FA	B7	FB	EF	FF	2A	02	24	04	52	07	A6	00	CB	FD
1680	0A	04	37	01	4B	FE	CF	02	08	0C	44	F6	BD	E1	E7	FB	E0	11	64	FC	C5	F5	6C	07	23	05	DA	E5
1708	62	ED	AC	FC	1E	FC	45	FC	68	FC	A7	FE	38	00	AB	01	0F	00	76	00	9D	00	88	00	6E	02	03	03
1736	00	02	DF	02	87	03	04	03	2A	02	23	02	D7	03	06	02	5C	02	96	02	42	03	04	01	F5	02	26	01
1764	E1	01	36	FF	CA	00	28	00	5E	FF	D0	FE	64	FA	AA	FB	94	FE	4B	05	1C	0B	DA	12	C8	14	FB	09
1792	0A	F2	E9	DF	99	DD	84	DB	BF	DC	EC	E5	F0	ED	B6	F7	CA	0E	22	1B	18	20	A3	20	93	20	83	20
1820	59	20	16	1F	EF	1F	D9	1F	EB	1F	DA	1F	E8	1F	BD	1F	92	1F	8C	1F	8D	1F	88	1F	85	1F	86	1F
1848	82	1F	82	1F	85	1F	97	1F	95	1F	96	1F	9F	1F	9F	1F	AF	1F	C6	1F	DA	1F	E3	1F	E4	1F	EE	20
1876	05	20	4E	20	6A	20	1A	1F	DD	1E	F4	1F	09	1F	5B	1F	D7	20	FC	22	73	23	F5	23	D0	22	0C	1F
1904	E2	1F	24	1D	E1	1C	F9	1C	6C	1C	9A	10	EE	11	99	12	7F	13	1F	14	04	14	AF	15	7C	16	01	16
1932	A7	17	33	17	BA	18	B6	19	65	1A	11	1A	B0	1B	79	1C	B2	1C	1F	1B	6F	1A	40	1A	ED	1A	25	18
1960	F1	17	14	15	0B	13	92	00	21	00	22	00	24	00	26	00	27	00	29	00	2A	00	2B	00	2C	00	2E	00
1988	2F	00	30	00	32	00	33	00	35	00	36	00	37	00	38	00	38	00	38	00	36	00	35	00	33	00	30	00
2016	2E	00	2B	67	67	66	66	67	67	59	57	64	64	6F	77	76	77	77	77	5E	00	00	00	43	00	00	00	00
2044	00	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F
2072	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F	0F
2100	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
2128	01	00	00	56	01	00	00	56	01	00	00	56	01	00	00	56	01	00	00	56	01	00	00	FF	FF	FF	FF	E0
2156	1F	15	00	15	00	15	00	15	00	15	00	FF	FF	17	00	17	00	02	FC	E8	03	AC	00	00	00	B9	00	D6
2184	00	11	00	11	00	11	00	11	00	11	00	FF	FF	06	00	06	00	06	00	06	00	06	00	00	13	00	13	
2212	00	06	00	06	00	03	00	5B	00	0E	00	0E	00	47	01	13	00	13	00	13	00	13	00	13	00	FF	FF	13
2240	00	13	00	13	00	13	00	13	00	FF	FF	00	00	CB	4E	4E	4E	4E	4E	FF	0A	FF	FF	FF	FF	FF	FF	FF
2268	FF	FF	FF	00	00	00	00	00	00	00	00	00	00	00	00	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
2296	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
2324	FF	FF	FF	FF	FF	FF	FF	13	00	FF	FF	FF	FF	FF	FF	FF	FF	FF	00	00	00	00	17	00	FF	FF	FF	FF
2352	FF	2C	00	FF	FF	FF	FF	E8	00	E8	00	67	00	38	01	FF	FF	FF	FF	FF	FF	FF	FF	FF	00	00	00	00
2380	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
2408	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
2436	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF	FF
2464	08	B6	0F	FF	FF	FF	FF	33	D0	46	D9	D8	8B	46	B1	00	00	02	00	FF	FF	FF	FF	2E	05	08	00	0F
2492	B6	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	01	FF	00	00	00	00	00	00	00	00
2520	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
2548	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
2576	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00

10 7F 90 AF CD 65 AF F0 36 E0 6A 3F 29 54 28 AE CD 81 B6 49 6F 60 73 F3 A9 82 3A 71 7B 34 59 64

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# **EXHIBIT C**





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GEICO General Insurance Company

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Attn: Region IV Claims, PO Box 509119  
San Diego, CA 92150-9914

5/20/2019

Mr. Mena Massoud  
[REDACTED]

Company Name: GEICO General Insurance Company  
Claim Number: [REDACTED]  
Loss Date: Thursday, September 20, 2018  
Policyholder: Mena Massoud  
Your Client: Mena Massoud

Dear Mr. Massoud,

This will confirm my telephone conversation with Kevin in your office on May 20, 2019. After review of the EDR data provided by you, we have reconsidered our position regarding fault and have determined your client to be not at fault for the above listed loss.

Sincerely,

Danielle [REDACTED]  
[REDACTED]